

JUN 27 1978

LAURENCE P. HENIGAN, Clerk

By *Debra G. Conley*
DEPUTY

AGREEMENT NO. 78-184

(Agreement to Amend Agreement No. 78-104)

THIS AGREEMENT made and entered into this 27th day of June 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Harvey Wm. Glasser, M.D., doing business as WESTERN PHYSICIANS' MEDICAL GROUP hereinafter referred to as "CONTRACTOR",

W I T N E S S E T H :

I. RECITALS:

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A. Agreement No. 78-104 was adopted by the parties hereto on March 14, 1978.

B. Paragraph "VII" on page 3 of said agreement called for the term of the agreement to be from 8 a.m., April 4, 1978, until June 30, 1979. The term as recited in said agreement was in error. Said paragraph should be corrected as set forth below.

II. AGREEMENTS:

A. Paragraph "VII" entitled "Term" of Agreement No. 78-104 is hereby amended to read as follows:

"VII.TERM.

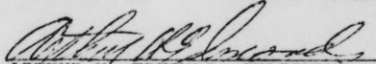
The term of this agreement shall be from 12:01 a.m. April 5, 1978 until June 30, 1979. The parties may renew the term for successive periods of one year by agreeing in writing to do so. Either party may terminate this agreement during the original term or any renewal term by giving written notice thereof to the other party at least sixty (60) days before the date of termination. Notwithstanding any other provision of this agreement to the contrary, it is agreed that "CONTRACTOR" shall not begin performance of in-patient care for the

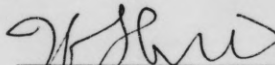
1 acute extended care, and long-term care unit
2 until April 17, 1978."

3 B. Except for the amendment contained herein, Agreement No.
4 78-104 is hereby ratified and affirmed.

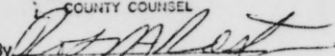
5 IN WITNESS WHEREOF, the parties hereto have executed this
6 agreement as of the date hereinabove set forth.

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8 ARTHUR H. EDMONDS, CHAIRMAN
9 YOLO COUNTY BOARD OF SUPERVISORS

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11 HARVEY WM. GLASSER, dba WESTERN
12 PHYSICIANS' MEDICAL GROUP
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22 APPROVED AS TO FORM
23 CHARLES R. MACK
24 COUNTY COUNSEL

25 By 
26 DEPUTY COUNTY COUNSEL

FILED

AGREEMENT NO. 78-185

JUL - 6 1978

LAURENCE P. HENIGAN, Clerk

(Radiologist Agreement)

By Debra L. Henigan
Deputy

THIS AGREEMENT, made and executed in quadruplicate at Woodland, California, as of the 5th day of July, 1978, by and between the COUNTY OF YOLO for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereinafter designated as COUNTY, and RADIOLOGICAL CONSULTANTS, INC., a corporation, hereinafter designated as RADIOLOGIST,

W I T N E S S E T H:

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WHEREAS, COUNTY requires the services of RADIOLOGIST in its hospital Diagnostic Radiological Department; and

WHEREAS, RADIOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the operation of said Diagnostic X-Ray Department in said Yolo General Hospital during the term hereof;

NOW THEREFORE FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: COUNTY shall supply, furnish, maintain and control the operation of the Diagnostic X-Ray Department in the Yolo General Hospital. RADIOLOGIST shall use the premises solely for the practice of the specialty of radiology.

1 SECOND: RADIOLOGIST shall be a member of the Medical Staff
2 of Yolo General Hospital, subject to the medical staff bylaws, rules,
3 and regulations, and shall be granted such privileges as may be
4 recommended by the medical staff of Yolo General Hospital to the Board
5 of Supervisors of Yolo County, the governing board of COUNTY.

6 THIRD: All non-medical personnel required for the proper
7 operation of said X-Ray Department shall be selected and employed by
8 COUNTY; however, RADIOLOGIST may be an additional member of the
9 Qualification Review Board appointed to aid in the review of credentials
10 and to recommend in writing approval or disapproval in hiring of an
11 X-Ray Technician.

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12 FOURTH: RADIOLOGIST shall provide at Yolo General Hospital
13 RADIOLOGIST's services including reading of films, dictating reports,
14 performing fluoroscopies and other special procedures normally performed
15 by a radiologist to patients determined to be Yolo County indigents,
16 employees of COUNTY in connection with County physical examinations,
17 persons in custody of the Sheriff, in accordance with a schedule of
18 services made by the Hospital Administrator of COUNTY. COUNTY shall pay
19 RADIOLOGIST a flat charge of ONE THOUSAND DOLLARS (1,000) per each month
20 scheduled and performed. RADIOLOGIST shall not obtain compensation
21 from any person other than the County of Yolo for services rendered
22 to employees of COUNTY in connection with County physical examinations,
23 persons in custody of the Sheriff, Yolo County indigent patients; however,
24 as to other patients, RADIOLOGIST may seek compensation for his services
25 and COUNTY shall provide radiology with necessary billing information.

26 FIFTH: If there shall arise any question concerning the

1 character of services furnished in said X-Ray Department, RADIOLOGIST
2 or the Medical Staff of Yolo General Hospital shall have the right to
3 submit such matter for determination to the executive committee of the
4 Yolo General Hospital Medical Staff, and its decision in that regard
5 shall be final.

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6 SIXTH: In the performance of the work, duties, and obligations
7 devolving upon him under this agreement, IT IS MUTUALLY UNDERSTOOD AND
8 AGREED that RADIOLOGIST is at all times acting and performing as an
9 independent contractor practicing his profession of medicine and surgery
10 and specializing in X-Ray diagnosis and treatment; that COUNTY shall
11 neither have nor exercise any control or direction over the methods by
12 which RADIOLOGIST shall perform his work and functions excepting that
13 RADIOLOGIST does by this agreement agree to perform his said work and
14 functions at all times in strict accordance with currently approved
15 methods and practice in his professional specialty, and that the sole
16 interest of COUNTY is to assure that said Diagnostic X-Ray work and
17 service shall be performed and rendered in a competent, efficient, and
18 satisfactory manner. All applicable provisions relating to licensing
19 and regulating of physicians and hospitals shall be fully complied with
20 by all parties hereto.

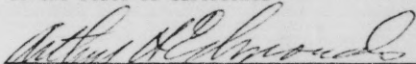
21 SEVENTH: In the event there is any disagreement as to the
22 work schedule of RADIOLOGIST, such disagreement shall be referred to the
23 executive committee of the Yolo General Hospital medical staff for
24 recommendation to the governing board of COUNTY, whose action shall
25 be final. COUNTY expressly agrees that the work of the X-Ray Department
26 may be done by such assistant radiologist as RADIOLOGIST may employ, or

1 associates or partners in the practice with RADIOLOGIST, so long as
2 approval of COUNTY is obtained prior to such practice by assistant
3 radiologists or associates or partners. Nothing contained in this
4 paragraph or in this agreement shall be construed to permit assignment
5 by RADIOLOGIST of any rights under this agreement, and such assignment
6 is expressly prohibited. **Micro Fiched**

7 EIGHTH: This agreement shall be in effect for a period
8 beginning July 1, 1978 and ending June 30, 1979, but may be terminated
9 earlier by either party giving the other thirty days' notice in writing
10 of said earlier termination date.

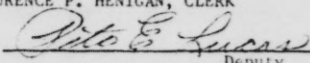
11 IN WITNESS WHEREOF, COUNTY has caused this agreement to be
12 executed and its seal to be hereunto affixed by its officers thereunto
13 duly authorized and RADIOLOGIST has executed this agreement by hereunto
14 setting his hand as of the day and year first above written.

15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17 
18 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

19 ATTEST:

20 LAURENCE P. HENIGAN, CLERK

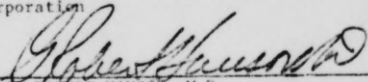
21 By 
Deputy

22 (SEAL)
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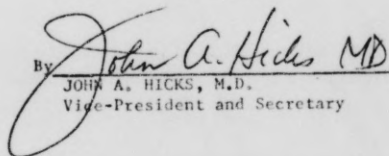
RADIOLOGICAL CONSULTANTS, INC., a
corporation

By



G. ROBERT HANSON, M.D.
President and Treasurer

By



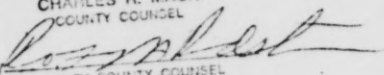
JOHN A. HICKS, M.D.
Vice-President and Secretary

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APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By



DEPUTY COUNTY COUNSEL

JUL 24 1978

AMENDMENT NUMBER 1 TO COOPERATIVE AGREEMENT
Between

LAURENCE P. HENIGAN, Clerk THE STATE OF CALIFORNIA, DEPARTMENT OF FISH AND GAME
By Debra E. Cooley and
COUNTY OF YOLO

DEPUTY FOR OPERATION AND MAINTENANCE OF KNIGHTS LANDING ANGLING ACCESS AREA

That certain agreement made and entered into the 15th day of April, 1978, by and between the State of California, acting by and through its duly appointed, qualified, and acting Director of the Department of Fish and Game, hereinafter called the State, and the County of Yolo, acting by and through its duly elected, qualified, and acting chairman of the Board of Supervisors, hereinafter called the County, is hereby amended as follows:

1. The termination date of said agreement, as specified in paragraph 6 thereof is changed from June 30, 1978 to **Micro Fiched** September 30, 1978.

2. A new paragraph 11 is added to read as follows:

"11. Notwithstanding any other provision of this agreement, the County may levy a vehicular entrance fee provided that said fee will not exceed the prevailing fee for other County parks with comparable facilities."

Except as herein modified, all other terms and conditions of said agreement are to remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, this 5th day of July, 1978.

ATTEST:
LAURENCE P. HENIGAN, CLERK

COUNTY OF YOLO

BY Debra E. Cooley
Deputy

BY Arthur H. Edwards
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

Approved as to Form

Dated 7/15/78
Edith M. Hall
County Counsel of Yolo County

BY Edith M. Hall

RECEIVED

JUL 19 1978

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENTAGREEMENT NO. 78-187

FILED

JUL 19 1978

PROJECT

LAURENCE P. HENIGAN, Clerk

By Debra Conley Deputy

Sub-Grantee Name

East Yolo Concilio

Address

954 Sacramento Ave.

City

Broderick, Calif. 95605

Phone:

372-5590

Program Director

Nora Valadez

Micro Fiched

1. Amount of funds allocated per this sub-grant is \$ 6,918.
2. Grant period begins 7-1-78 and ends 8-31-78

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

EAST YOLO CONCILIO

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

(Signature of Authorized Officer)

Nora Valadez, Executive Director.
(Typed Name and Title of
Authorized Officer)ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

DEPUTY

EAST YOLO CONCILIO
Consumer Education Workshops

<u>POSITION/TITLE</u>	<u>WAGES AND BENEFITS</u>
Consumer Specialist	\$ 1,490
Consumer Specialist	1,490 Micro Fiched
Clerk Typist	1,171
Translator	1,490
Secretary	<u>1,277</u>
Five Positions	TOTAL COST <u><u>\$ 6,918</u></u>

1 AGREEMENT NO. 78-187

2 (CETA TITLE VI PUBLIC SERVICE
3 PROJECT AGREEMENT)

4 THIS AGREEMENT made and entered into this 1 day of
5 July, 1978, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the East Yolo Mexican-American
8 Concilio, 954 Sacramento Ave., Broderick, 95605
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H :

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11 1. SUBGRANT. This agreement sets forth the terms and conditions
12 of a subgrant between PROGRAM AGENT and SUBGRANTEE for the
13 title VI Public Service Project. This subgrant agreement con-
14 sists of the following:

15 A. This Agreement.

16 B. Signature sheet.

17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.

19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.

21 E. PROJECT PROPOSAL, attached hereto as Exhibit "C" herein.

22 F. General and Special Assurances attached hereto as Exhibit
23 "D" herein.

24 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and pro-
25 per as determined by PROGRAM AGENT perform the services des-
26 cribed in the application and program narrative in accordance
27 with the time schedule, budget, and number of persons to be
28 served set forth in the proposal, which proposal is attached
29 hereto is Exhibit "C" and incorporated herein by reference.

30 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
31 able and necessary costs incurred in the performance of this
32 contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the
subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and Micro Fiched
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

- 3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally, it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

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14 5. TERMINATION.

- 15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold ^{Micro Fiched} any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply. Micro Fiched
4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee.
13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.
16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.
25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed. Micro Fiched

10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement.

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- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

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10 15. PERSONNEL.

11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.

16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.

21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT - Micro Fiched

9 COUNTY OF YOLO, a political subdivi-
10 sion of the State of California

11 BY Arthur H. Edmunds
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13
14
15 SUBGRANTEE

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17 Norma J. Salas
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PROPOSAL FORMAT
FOR
TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS
YOLO COUNTY

C

Project Name Consumer Education Workshops
Organizational Name East Yolo Concilio Inc.
Organizational Address 224 Sacramento Avenue, Broderick, CA 95605
Telephone Number 572-5590
Director's Name Nora Valadez
Person(s) to Contact Nora Valadez
Authorized Signature Lucille Maes, President

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

•Cover Page (page 1)

•15 Information Questions (pages 3-14)

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•Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

Local Government

Community Based Non-Profit Organization XX

Community Action Agency

Educational Institution

Prime Sponsor

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Other: (Cannot be private-for-profit)

State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

- a. What is the task to be performed? Offer workshops in consumer education directed towards the youth involved in Project Move's Summer Youth Training Program.
- b. What are the expected results of this project? To educate youth throughout Yolo County to prepare them in becoming astute buyers in the marketplace. An indirect benefit will be an improved consumer-business relationship.
- c. What is the Public Service provided by this project? To provide a consumer education resource in Yolo County for our youth. As the youth become more involved in the marketplace, both businesses and consumers will benefit from the education given the students regarding their purchases and rights as consumers. It is expected that the information provided will prevent many marketplace problems.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

During the summer months, the project will be conducting 2 hour long consumer education workshops to Project Move's Summer Youth Training participants. Over 600 youth from the ages of 14-21 are involved in the program throughout Yolo County. Students will be divided so that somewhere over 30 workshops will be conducted in classroom settings. Close coordination with Project Move's supervisors will be necessary to arrange class schedules.

The workshops will be developed using all resources available to the East Yolo Concilio in order to inform and educate the participants on various consumer topics of interest to young consumers. Presentations on various consumer topics, e.g. landlord - tenant rights, credit, auto sales and repairs, contracts, warranties, sales practices and consumer recourses, will be the core of the workshop. Questions will be accepted throughout the presentations. Brochures, handouts, and visual aides will supplement the presentations.

Workshops held in Spanish will be conducted on request.

4. Budget

Total Personnel Costs (A & B) \$ 3,458.65
 Attach itemized fringe benefits.

A. Salaries and Wages \$ 3,250.00

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B. Fringe Benefits \$ 208.65
 (FICA, SDI)

Total funds requested (Equals total personnel costs) \$ 3,458.65

Total positions requested 5

Average cost per position requested (total budget divided by number of positions) \$ 691.80

Complete the following information for each position requested.
 Attach job description sheet for each job title listed.*

<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
Consumer Specialist	\$ 700.00	\$ 44.94	2	\$ 744.94
Consumer Specialist	\$ 700.00	\$ 44.94	2	744.94
Translator	700.00	44.94	2	744.94
Secretary	600.00	38.52	2	638.52
Clerk Typist	550.00	35.31	2	585.31

Duration of Projection

Estimated from July 1, 1978 to August 31, 1978

*Attach additional sheet if necessary.

4. Attachment

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Job Description

Consumer Specialist

Under supervision, prepare information on assigned consumer subjects, e.g. credit, landlord-tenant rights, sales tactics, auto sales and repair, contracts, warranties, consumer recourses. Prepare supplementary material, e.g., hand-outs, brochures, and visual aides. Finally, disseminate the information to participants in a classroom setting.

Translator

Under supervision, translate information prepared by consumer specialists for workshops, including hand-outs, brochures, and visual aides.

Secretary

Under supervision act as clerical supportive staff for those directly involved in the workshops. Under supervision, type draft and final material as assigned including presentations and hand-outs. Perform related duties, e.g., answering telephone calls, filing, keeping inventory of materials and supplies at an adequate level.

Clerk Typist

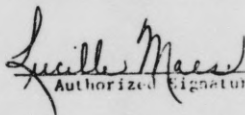
Under supervision, assist secretary in performing clerical tasks. Duties include typing drafts and finals of all assigned materials, answering telephone calls, filing, etc..

5. Geographic area to be served by the Project: Yolo County

Micro Fiched

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐

 President
Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

Since its inception, the East Yolo Concilio has been providing services to low-income and minority groups including the Spanish speaking, the disadvantaged, AFDC recipients in the East Yolo area. The Concilio services have been geared to help persons with limited resources. Some of these services include free income tax preparation for low income persons, help filling out forms, emergency transportation, translating, information and referrals, as well as help solving consumer and non consumer problems. The Concilio has acted as a community liason and advocate for the East Yolo residents.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

*Resume Attached

Micro Fiched

Assigned duties

1. Supervise all regular and temporary personnel, including hiring and discharging of personnel in coordination with the employment committee in order to assure a high level of competency.
 2. Develop personnel policies along with the employment committee. Enforce such policies.
 3. Train staff and set up interagency training sessions.
 4. Evaluate staff at designated intervals.
 5. Establish and revise as necessary, an administrative hierarchy, delineating specific job duties for each position.
 6. Establish and enforce office procedures.
 7. Plan, oversee and monitor all programs
 8. Assure that programs operated adhere to applicable regulations; and that these programs serve the population for which they were designated.
 9. Plan for and see new funding sources which may result in the effectiveness and growth of our service to meet the needs of the surrounding communities.
 10. Prepare and submit all necessary monthly reports.
 11. Handle finances of offices, e.g., payroll, bills, invoices, loans.
 12. Maintain coordination and rapport with other organizations as necessary which may involve the attendance of some meetings.
-
13. In addition, coordinate with Project Move Summer Youth Training Program Supervisors to schedule classes for the workshops. Develop workshops and supervise all dissemination to students. Evaluate workshops on an on-going basis and make necessary changes.

NORA ISABEL VALADEZ
407 Del Oro Avenue
Davis, CA 95616
(916) 756-2761

SPECIAL HIGHLIGHTS:

Bilingual, read, write, and speak Spanish fluently.

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JOB OBJECTIVE:

A mid-level position in the public sector, working for the public's interest, leading towards administrative and professional responsibilities.

EDUCATION

M.S. in Consumer Science. University of California, Davis, 1976. Research title: Distribution of Public Goods and Services to Different Income Groups in Sacramento.

B.A. in Family Studies, Consumer Science. San Diego State University, 1978. GPA-3.82. Dean's List every semester. Graduated with honors and distinctions. Member of Phi Upsilon Omicron Honorary Professional Fraternity; recipient of Graduate Studies Scholarship.

A.A. Fullerton College, 1973. President's Honor List 1972-1973.

EXPERIENCE:

October 1977 - present. East Yolo Concilio Executive Director. Responsible for all administrative aspects including finance, personnel, payroll, program management, proposals, liason with community and other agencies etc..

August 1977 - present. Consumer Protection Bureau of Yolo County, Coordinator. Developed program, office procedures, training of staff. Responsible for all aspects of program, including hiring and firing of staff, supervising, etc..

May 1977 - October 1977. East Yolo Concilio, Office Manager. Developed and implemented office procedures for new office. Trained and supervised staff in all matters. Was responsible for most administrative matters.

March 1977 - May 1977. Yolo County Mexican-American Concilio. Intake Worker/Counselor. Interview clients, assess help needed and provide necessary service. Mediate between client and others in all areas. Interpret Spanish/English. Supervise intake worker. Participated in annual proposal writing; editing and writing certain sections. Co-author of consumer protection bureau proposal. Was delegated much of executive director's work.

October 1976 - March 1977. Sacramento County Consumer Protection Bureau, Consumer Representative, Volunteer. Screen and advise incoming complaints. Investigate and mediate between consumers and businesses. Summarize new consumer legislation and disseminate to staff. Translate Spanish.

Summer 1976. Barbara Erickson, Consultant. Legislative Intern. Coordinated and began Consumer Voting Index for the California Legislature, 1975-1976 Session, California Consumer Council. Micro Fiched

March 1976. Consumer Product Safety Commission. Consumer Deputy. Participated in gathering household survey data on oral prescription drugs related to Poison Prevention Packaging Act.

Spring Semester 1975. San Diego County Big Sister Program.

December 1974 - January 1975. California Public Interest Research Group Student Project. Worked with San Diego County Weights and Measures Project of retail products. Participated in planning, data gathering and analysis, and project write up.

Summer 1973. Alpha Beta Acme Markets, Inc., Retail Clerk.

June to December 1971. Knotts Berry Farm, Sales Clerk.

January to June 1971. Placentia Unified School District. Bilingual Teacher's Aide. Taught math to Spanish speaking junior high school pupils. Full responsibilities of assignments, tests, and final grades. Tutored Spanish speaking elementary school pupils in reading and spelling.

OTHER ACTIVITIES:

Welfare Advisory Board, Yolo County Member, secretary

JUSTICIA, Yolo County Immigration Center (to be established) Steering Committee Member.

Legal Aid Society, Board Member

REFERENCES:

Furnished upon request.

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

<u>Board Member</u>	<u>Occupation and Employer</u>
Lucille Maes, President	Washington Unified School District ESAA Coordinator.
Robert Cordero, Vice President	Retired Micro Fiched
Albert Tenorio, Treasurer	U.S. Government Postmaster
Adela Miranda, Secretary	Yolo County Mental Health Aide
Joe Hernandez	Sacramento Army Depot, Painter
Joe Archuleta	Self employed businessperson, Arnez Refinishing
Rose Diaz	Owner of rentals
David Maes	Sacramento School Distric, Burbank High School Vice Principal

10. a. Describe the project in detail.
- b. Describe the time frame for completing each phase of the project.
- c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

Micro Fiched

10. a. Until recently, consumer education has often been neglected as a subject to be taught to students in our school systems. However, as the purchasing power of the youth in our country has increased, the need for them to become astute buyers has also increased. The state of our economy (high unemployment, limited resources and inflation) also makes it imperative for our youth to be educated on how to get the most out of their hard earned money.

The East Yolo Concilio, would be offering a two-hour long workshop in consumerism to all participants of Project Move's Summer Youth Program throughout the county, during the months of July and August. Approximately 30 workshops will be held during this time. Close coordination with program supervisors will be necessary. The ages of these participants, 14-21, is a prime time for such education.

To educate and inform the participants on various consumer topics of interest to young consumers is the prime goal of the project. Besides covering useful buying tips, the rights California consumers have will also be emphasized. Although most businesspeople are reputable, unscrupulous business practices do exist. We will warn the students about some of these practices. Thus, we hope that the workshops act as a preventative tool before these consumers enter into transactions. At the same time, by informing the students of their rights, we hope that they will become more involved in the marketplace. In this way, the workshops may benefit both consumers and businesses alike.

A classroom will be the setting for such workshops (sites to be arranged). Presentations made by the Consumer Specialists on various consumer topics, e.g. credit, contracts, auto sales and repairs, landlord-tenant rights, and available recourses will be the core of the workshop. Questions will be accepted throughout the workshop. Brochures and visual aides will supplement the presentations.

Workshops in Spanish will be conducted on request.

10. b. Time frame

July 1-14

Coordinate with Project Move Summer Youth Training program supervisors to schedule students and classroom sites. Develop workshop presentations including visual aides, hand-outs and brochures.

July 17- August 31

Implement the program and inform students of presentations.

10. c. Maria Velazquez, Executive Director. See attached resume.

11. a. State in detail what community need this project fulfills.
- b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
- c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

Micro Fiched

Until recently, consumer education has often been neglected as a subject to be taught to students in our school systems. However, as the purchasing power of the youth in our country has increased, the need for them to become astute buyers has also increased. The state of our economy (high unemployment, limited resources and inflation) also makes it imperative for our youth to be educated on how to get the most out of their hard earned money.

The Consumer Protection Bureau of Yolo County, whose primary responsibility was to mediate consumer complaints, was established under the auspices of the East Yolo Concilio. However, before establishment of this Bureau, the Concilios in Yolo County provided consumer protection on a limited basis. Through these services, the need for consumer education as a preventative tool was established. Because consumers lose so much of their resources due to a low education level in consumerism, it is clear that the community would place a high priority on this project.

12. List the number of Non-CEIA full-time paid staff employed by your organization categorized as follows:

1 Professional

 Semi-Professional

 Clerical

 Skilled

 Unskilled

 Semi-Skilled

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TOTAL 1

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

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The central location for the Project will be at the East Yolo Concilio office. All preparation for the workshops will take place in this office. The actual workshops will take place in classroom settings throughout the county of Yolo. This includes arranged classroom sites in the Woodland Project Move office, school facilities in Davis, library rooms in East Yolo and Sacramento Medical Center classrooms. The workshops will be taken to the students.

The East Yolo Concilio is the best location to centralize Project efforts because it has an existing Consumer Unit established. It has been recognized as a location where one can receive consumer information in Yolo County. The office is arranged in such a way to facilitate the development of the workshops.

As mentioned above, the best location for dissemination of the workshops will be of arranged classroom sites where the students themselves are located. This will eliminate the hardship of transporting all these students (aprx. 650.)

74. Describe the organizational planning that has been done for the Project to ensure its operational success.

Micro Fiched

The East Yolo Concilio has been organized in such a way that the Executive Director (who has expertise in consumerism) oversees all programs. In the past, the two programs under the auspices of the Concilio have been Concilio services and the Consumer Protection Bureau of Yolo County.

The Consumer Protection Unit was incorporated into the existing structure of the Concilio, e.g. Executive Director supervised both programs and it proved to be successful. All staff carried out their duties (see job descriptions for the Project's duties) as coordinated this Project to ensure a quality program. Clerical staff will continue to carry out their necessary responsibilities.

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

Micro Fiched

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			None
II			None
III			None
VI	August 8 1977 August 8 1978	8	\$ 67,092.00
TOTAL		8	\$ 67,092.00

Comments:

- b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

Micro Fiched

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Revenue Sharing	FY 75-76/76-77	\$ 15,000	Concilio Services
Revenue Sharing	FY 77-78	32,000 till 6/30/78	Concilio Services
TOTAL			

Comments:

Revenue Sharing FY-78-79 \$2,826.67

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

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Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

I hereby certify that this application for CELTA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/President of their governing body sign as the authorized signature.)

Lucille Macci, President
Authorized Signature

June 28, 1978
Date

EAST YOLO CONCILIO

954 SACRAMENTO AVE.
BRODERICK, CALIFORNIA 95605

PHONE: (916) 372-5590

June 21, 1978

Micro Fiched

Mr. Jess Moreno
Project Move
423 Main Street
Woodland, CA 95695

Re: Consumer Education Workshops

Gentlemen

Attached is the Concept Paper which I have prepared for our request for funding of the Consumer Education Workshops for your Summer Youth Program.

Please contact me regarding any questions or comments you may have. Again, we appreciate your cooperation with our agency.

Sincerely

Nora Valadez
Nora Valadez
Executive Director

NV/js

EAST YOLO CONCILIO

954 SACRAMENTO AVE.
BRODERICK, CALIFORNIA 95605

PHONE: (916) 372-5590

Summer Youth Program

CONSUMER EDUCATION WORKSHOPS

Micro Fiched

CONCEPT PAPER

1. Narrative Program Discription

Until recently, consumer education has often been neglected as a subject to be taught to students in our school systems. However, as the purchasing power of the youth in our country has increased, the need for them to become astute buyers has also increased. The state of our economy (high unemployment, limited resources and inflation) also makes it imperative for our youth to be educated on how to get the most out of their hard earned money.

The East Yolo Concilio, would be offering a two-hour long workshop in consumerism to all participants of Project Move's Summer Youth Program throughout the county, during the months of July and August. Approximately 30 workshops will be held during this time. Close coordination with program supervisors will be necessary. The ages of these participants, 14-21, is a prime time for such education.

To educate and inform the participants on various consumer topics of interest to young consumers is the prime goal of the project. Besides covering useful buying tips, the rights California consumers have will also be emphasized. Although most businesspeople are reputable, unscrupulous business practices do exist. We will warn the students about some of these practices. Thus, we hope that the workshops act as a preventative tool before these consumers enter into transactions. At the same time, by informing the students of their rights, we hope that they will become more involved in the marketplace. In this way, the workshops may benefit both consumers and businesses alike.

A classroom will be the setting for such workshops (sites to be arranged). Presentations on various consumer topics, e.g. credit, contracts, auto sales and repairs, landlord-tenant rights, and available recourses will be the core of the workshop. Questions will be accepted throughout the workshop. Brochures and visual aides will supplement the presentations.

II. Capability Statement

Planning and coordination will be conducted by Nora Valadez, East Yolo Concilio Executive Director, who holds a Masters of Science in consumer science. Her experience includes a combined coordinator and director position at the Consumer Protection Bureau of Yolo County. The program itself, was developed entirely by Ms. Valadez. Under her direction, consumer complaints have been mediated. Not only have thousands of dollars been saved to Yolo County consumers, but many consumer - business misunderstandings have been resolved. Available County-wide resources will be used to carry out the workshops.

III. Budget Summary

Total cost for the workshops will be \$3,500.

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.
2. In order to insure special consideration for special and recent veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special and recent veterans. Upon request, MOVE may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card.

CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge, veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions. Micro Fiched

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contact the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be completed.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's

employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done. Micro Fiched

The manpower representative, in most instances, will be an outreach worker from M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and

shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

Micro Fiched

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, The University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public

and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Micro Fiched

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

Micro Fiched

In order that an employer not be taken advantage of by excessive absence from work while the participant is doing "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy, please do not hesitate to call me.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.
3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for

such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the

economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume.

Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P. L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act. Micro Fiched
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
 - c. It will comply with Title VI of the Civil Right Act of 1964, (42 USC 2000d) prohibiting employment discrimination where
 - (1) the primary purpose of a grant is to provide employment or
 - (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
 - e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a) (6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6 (a) (1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wages law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a) (2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.
- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1) (B) and 205(c) (1)).

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B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

- 1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
- 2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c) (6) and 604).
- 3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they

have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

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C. Additional Assurance for Title II Programs

All assurances in B above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c) (3)).

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(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c) (20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c) (5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

D. Additional Assurances for Title VI Programs

All assurances in B above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a) (2) (B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a) (2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks and to members of a family currently qualified for Aid for Family with Dependent Children (AFDC).

E. Special Certification for State Grantee

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

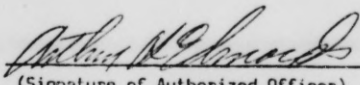
BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

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COUNTY OF YOLO

(Legal Name of Applicant)

(Address)



(Signature of Authorized Officer)

7-5-78

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

7-1-78

(Date of Application)

FILED

JUL 31 1978

LAURENCE P. HENIGAN, Clerk

By DEBRA E. COMLEY
Deputy

YOLO COUNTY AGREEMENT NO. 78-18

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Central Valley Project, California

U.S. Contract No.
14-06-200-8317-A

RECEIVED

JUL 31 1978

LAURENCE P. HENIGAN, Clerk

CONTRACT TO PROVIDE FOR CROSSING OF AND INTERFERENCE
WITH YOLO COUNTY ROADS AND ROAD RIGHTS OF WAY
BY THE TEHAMA-COLUSA CANAL AND
APPURTENANT WATER DISTRIBUTION SYSTEMS
FEATURES OF THE SACRAMENTO CANALS UNIT

Deputy

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THIS CONTRACT, made as of the 27 day of July, 1978,
in accordance with the Act of Congress approved June 17, 1902 (32 Stat. 388),
and acts amendatory thereof or supplementary thereto, all such acts being
commonly known and referred to as the Federal Reclamation Laws, and par-
ticularly pursuant to the Act of Congress dated September 26, 1950, (64
Stat. 1036), by and between THE UNITED STATES OF AMERICA, hereinafter
styled the "United States," represented by the officer executing this
instrument on its behalf, which officer, his successor and his duly
authorized representative are hereinafter severally called the "Contracting
Officer," and the COUNTY OF YOLO, a political subdivision of the State of
California, hereinafter styled the "County," acting by and through its
Board of Supervisors;

WITNESSETH, THAT:

WHEREAS, the United States proposes the construction of the
Tehama-Colusa Canal, a feature of the Sacramento Canals Unit, Central
Valley Project, in the County of Yolo, State of California, hereinafter
referred to as "Canal"; and

WHEREAS, the United States, in connection with said Canal intends to construct appurtenant water distribution systems, which systems may include laterals, siphons, culverts, pipelines and other facilities, and are hereinafter referred to as "System"; and

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WHEREAS, the United States, in connection with the construction, operation and maintenance of said Canal will construct certain features thereof across certain County Road rights of way and in connection with the construction, operation and maintenance of said System will construct certain features thereof in, on, along and across certain County Road rights of way; and

WHEREAS, the County, in connection with the construction, operation and maintenance of its County Roads may desire to construct segments thereof or appurtenances thereto, across certain lands in which the United States has or will have acquired estates for the construction of and use by it for said Canal and System; and

WHEREAS, the parties hereto desire to establish areas of joint use, which areas shall be defined and described by mutual agreement prior to construction, hereinafter referred to as "common areas," and to establish permanent rights to the joint use of such common areas for their respective facilities; and

WHEREAS, the said construction on and the use of the said common areas by the United States for the said Canal and System and by the County for said County Roads may require alteration of the other party's respective facilities;

NOW, THEREFORE, in consideration of the provisions, premises and covenants herein set forth, the parties hereto agree as follows:

1. The United States shall provide the County, not later than 90 days prior to any call for bids for construction work, with pertinent preliminary survey and design data, including plans and profiles as shall be prepared for said Canal and System in areas where use of said County Road rights of way is required.

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2. The County shall promptly review such data to determine the effect of said Canal and System upon existing County Roads, and shall, within 30 days after receipt thereof, furnish the United States with comments and/or approvals relative thereto.

3. Upon the approval by the County of said preliminary data for the Canal and System, subsequent construction of replacement County facilities, based, where applicable on current County design standards, shall be substantially in accordance with said approved plans or any mutually approved revision thereof.

4a. The County, in accordance with the terms of this agreement, hereby grants to the United States, the right to enter upon and permanently use its County Roads rights-of-way for the purpose of constructing bridges, bridge approaches and appurtenances, and constructing and reconstructing road beds, road surfaces and their appurtenances, in connection with the construction, operation and maintenance of the Canal and System. The County will grant to the United States all rights, title and interest which the County may

have within County Road rights-of-way, and the United States shall prepare the necessary deeds or other documents together with all descriptions, maps and plats to implement the provisions of this paragraph.

4b. To effectuate the terms of Paragraph 4a hereinabove, the United States will apply for and be bound by the terms of encroachment permit(s) for all such entries upon County Roads rights-of-way, which permits shall constitute the grants to the United States *Micro Fiched* referenced in said Paragraph 4a, and shall be issued pursuant to California Streets and Highways Code Division ²~~1~~, Chapter ^{5.5}~~3~~, Article ¹⁴⁶⁰~~670~~, commencing with Section ~~670~~ or the successor to such statute; *H.E.H. [Signature]*
Provided, however, that the United States shall have no obligation to pay the expense of relocation of said encroachments, but the terms of this agreement shall control the rights and obligations of the parties in the event of relocation; and Provided further, that the obligation of the United States to indemnify the County for liability arising from the performance of this agreement shall be governed by the law of the United States relating to the subject, and by this agreement.

5. The United States shall, where the necessity exists, construct at its sole cost and expense, bridges and bridge approaches at locations where the Canal crosses the County Road rights of way. Said bridges shall

be constructed in accordance with "Water Resources Development Act of 1974" (P. L. 93-251, 88 Stat. 17)." The location of and necessity for construction of a bridge at any particular crossing shall be determined by mutual agreement between the Contracting Officer and the Director of Public Works for the County. Prior to construction of any such bridge the County shall furnish whatever evidence of title it may have to the United States of the County easement and right of way for the affected portions of the County Roads.

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6. (a) At locations where a portion of said System of the United States crosses or is constructed within existing County Road right of way, and provided that restoration is necessary as determined by mutual agreement of the Contracting Officer and the Director of Public Works for the County, the United States shall reconstruct, restore road drainage upon, repave and repair those portions of the County Roads and rights of way areas which have been excavated or otherwise altered or damaged by the United States.

(b) Whenever it shall be determined by the Contracting Officer and the Director of Public Works for the County to be necessary because of said Canal to relocate any segment of the County Roads, the United States shall acquire and transfer to the County a right of way in accordance with current County standards. The United States shall construct on such

rights of way a road and appurtenances therefor substantially equivalent to the segment of the interfering road to be relocated. Such relocated road shall conform to plans and specifications therefor prepared by the United States and approved by the Director of Public Works for the County.

(c) During the period when work by or for the United States is in progress at any place on any of the County Road rights of way the United States will arrange for or will provide standard warning methods, such as watchmen and flagmen in accordance with the manual of warning signs, lights and devices for the protection of the public. Micro Fiched

(d) During the period of time that any segment of the County Roads are closed or unusable by the traveling public on account of United States construction, the United States will provide detour roads or passing facilities. Detours and passing facilities may be omitted in instances where the Contracting Officer and the Director of Public Works for the County mutually agree that the same are unnecessary or impractical under the circumstances.

7. During the performance of any construction work by the United States within County Road rights of way, the County shall have the right to inspect such work and the United States shall have the right to inspect any County work performed thereafter on United States rights of way.

8. (a) Each bridge deck surface and bridge appurtenances extending above the level of that surface, bridge approaches and road segments

constructed or reconstructed pursuant hereto on the County Road rights of way or rights of way to be conveyed to the County by the United States shall, upon its completion by the United States in accordance with the terms hereof, become the property of the County. All portions of any such bridges below the bridge deck surface including structural components of the bridge deck surface shall remain the property of the United States. Written notice of each completion of construction which shall begin the seasoning period provided for in Paragraph 11 hereof, shall be given to the County by the Contracting Officer and thereafter the County, subject to the provisions of Paragraph 11 hereof, shall be responsible for maintenance, supervision and control of the bridge deck surface, which responsibility the County shall execute in such manner as to preclude interference with the operations of said Canal. Micro Fiched

(b) Following receipt of notice of completion, the County shall by appropriate action by its Board of Supervisors, accept and furnish the United States with written evidence of acceptance of each such facility; Provided, however, That each such completed facility as may be constructed on additional rights of way provided by the United States, the United States shall cause to be conveyed to the County such title as may be appropriate therefor, together with appropriate title to the replacement facility located thereon. Thereafter, subject to the provisions of Paragraph 11 hereof, the County will be responsible for the maintenance, supervision and control of that facility. In exchange the County forthwith will vacate, abandon and quitclaim in the manner provided by law those portions of its roads and rights of way which are superseded by such replacement.

9. For bridges to be constructed in the future pursuant to Paragraph 12 hereof, the party desiring the bridge shall not only incur the original cost and expense of construction, but unless otherwise mutually agreed at the time, shall be responsible for the continued operation and maintenance of all parts of said bridge.

10. The County may, subject to the written approval of the Contracting Officer, enter into agreements with public utilities companies for the attachment of their facilities to that portion of the bridge for which the County is solely responsible as described in paragraph 8(a) hereof. Micro Fiched

11. The United States shall for a seasoning period not to exceed two (2) years from the date of written evidence of acceptance of the replacement facility by the County, be responsible for any deferred construction work which may be necessary on the replacement segments of County Roads. Deferred construction work is herein defined as that work which exceeds such maintenance and repair work as would normally be performed by the County in maintaining similar facilities.

12. The parties hereto recognize that from time to time after original construction of said Canal and System is completed it may be necessary or convenient for them to construct their respective facilities across the rights of way of the other and each party hereby agrees that its rights of way for its said facilities, constructed on common areas as herein defined and the description of which will be determined by mutual agreement of the parties hereto, may perpetually be jointly used for such crossings by the other party in its construction, operation, maintenance, alteration or

extension of its said facilities; Provided, however, That in the event any such proposed construction, alteration or extension will interfere with or require protection of the existing facilities of the party having such right of way no such construction, alteration or improvement shall be performed until the party proposing such work shall first assume the cost of the accommodations or protection of, or at the written request of the party owning said existing facilities, provide suitable accommodation or protection for the existing facilities in said common areas. Should the owner of said existing facilities then desire any betterment thereof within such common areas, it shall defray any additional cost of such **Micro Fiched** betterment. Neither party shall perform any construction, alteration, or extension of its facilities within any common area that would adversely interfere with the facilities of the other party until the plans therefor have been submitted by the initiating party and approved by the other party.

13. (a) The County does hereby release, discharge, compromise, and terminate any and all claims to compensation, rights, actions, demands, or causes of action which it has, except as herein provided, against the United States, its contractors, agents, servants, and employees arising out of or in respect to:

(1) The construction, operation and maintenance of said Canal and System in the County Road rights of way; and

(2) The use and interference with the utility of the said County Roads directly or indirectly resulting from, or arising out of, the acts of, use by, and conveyance to the United States as herein provided.

(b) The United States hereby releases, discharges, compromises, and terminates any and all claims, rights, actions, demands, or causes of action it has, or may contend to have, except as herein provided against the County, its agents, servants, and employees for the construction and use by the County of its relocated County Roads across land in and upon which the United States has acquired estates for the construction and use by it for its said Canal and System; Provided, however, That such releases as provided by (a) and (b) hereof, shall not include claims based upon the torts of either party or upon breach of any of the provisions of this contract.

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14. (a) Any approval, consent, notice or agreement required or provided by this contract, to be given or made to, or upon the United States, shall be deemed properly given or made if delivered by mail, postage prepaid, to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, 2800 Cottage Way, Sacramento, California 95825.

(b) Any approval, consent, notice or agreement required or provided by this contract to be given or made to or upon the County, shall be deemed properly given or made if delivered by mail, postage prepaid, or franchised envelope, to the Board of Supervisors, Yolo County, Woodland, California 95695 and to the Director of Public Works, County of Yolo, 292 West Beamer Street, Woodland, California 95695.

(c) The designation of the person to or upon whom any approval, consent, notice or agreement is to be given or made, or the address of any such person may be changed at any time by notice given in the same manner as outlined in this paragraph for other notices.

(d) No such approval, consent or agreement shall be unreasonably withheld.

15. The liability of the United States under this contract is contingent on the necessary appropriations and reservation of funds being made therefor.

16. Prior to initiating any construction under the terms of this contract, to be performed by a contractor or contractors to be employed by the United States, the United States shall cause to be furnished to the County, evidence that a policy of comprehensive public liability and **Micro Fiched** property damage insurance, naming the County as an insured or coinsured is in force and effect, and such policy shall provide the primary coverage and any other policy held by the County shall provide only secondary coverage. The coverage of the aforementioned insurance for bodily injury shall be not less than \$250,000 for each person and \$500,000 for each accident and not less than \$25,000 property damage for each accident. Such insurance shall be kept in full force and effect until the completion of work performed under Paragraphs 5 and 6 hereof.

17. The provisions of this contract shall inure to the benefit of and be binding upon the respective lessees, successors, and assigns of the parties hereto.

18. The County warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the County for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

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19. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

20. Attached and made a part hereof are:

Exhibit "A", Labor Standard Provisions

Exhibit "B", Equal Employment Provisions

Wherein the term "contractor" shall be applied to County.

Exhibit "C", Certification of Non-Segregated Facilities

In connection with any subcontract work under this agreement, County agrees to be bound by the applicable provisions of said Exhibits "A", "B" and "C".

21. The County shall be solely responsible for, and shall indemnify and save the United States harmless from any and all liability for injuries to persons or damage to property caused or resulting in any manner from the County's exercise of the rights and privileges granted and the performance by it of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate as of the day and year first herein written.

THE UNITED STATES OF AMERICA

By H. E. Horton
Acting Regional Director, Mid-Pacific Region
Bureau of Reclamation

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COUNTY OF YOLO

By W. H. McManis
Chairman, Board of Supervisors

JUL 18 1978

LAURENCE P. HENIGAN, Clerk

Clerk, Board of Supervisors

By G. E. Edwards
Deputy

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By C. R. Mack
DEPUTY COUNTY COUNSEL

LABOR STANDARDS PROVISIONS

APPLICABLE TO CONTRACTS IN EXCESS OF \$2,000

1. DAVIS-BACON ACT (40 U.S.C. 276a-276e-7)

(a) All mechanics and laborers, including apprentices and trainees employed by working directly upon the site of the work shall be paid unconditionally and not less often than once a week, and without undue deduction or rebate on any account, except such bona fide deductions as are permitted by the Copeland Regulations, (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rate and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) The Contractor may discharge his obligation under this clause to workers in any classification for which the wage determination decision contains:

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by issuing an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by the Davis-Bacon Act, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Contractor pays a cash equivalent or provides an alternative fringe benefit, he shall furnish information with respect to how he has determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In any case where the Contractor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the amount of the benefit. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the payment of such fringe benefits in kind as is listed in section 1(b)(12) of the Davis-Bacon Act or in the wage determination decision forming a part of the contract, may be considered as payment of wages only for the purposes of the Davis-Bacon Act pursuant to a written request by the Contractor. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, to meet his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision, and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination. Apprentices and trainees may be added under this clause only where they are employed pursuant to an apprenticeship or training program meeting the requirements of the Apprentices and Trainees clause below.

(e) In the event it is found by the Contracting Officer that any laborer or mechanic, including apprentices and trainees, employed by the Contractor or any subcontractor directly on the site of the work covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this clause, the Contracting Officer may (1) by written notice to the Government Prime Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (2) terminate the work to competition by contract or otherwise, whereupon such Contractor and subcontractor and his sureties shall be liable to the Government for any excess costs occasioned by the Government thereby.

(f) Paragraphs (a) through (e) of the clause shall apply to this contract to the extent that (1) a prime contractor or the Government is subject to the Davis-Bacon Act, or (2) a subcontractor also subject to the Davis-Bacon Act under such prime contract.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (40 U.S.C. 3141-3145)

This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

(a) The Contractor shall not require or permit any laborer or mechanic, including apprentices, trainees, watchmen, and guards, in any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, or in any workweek in excess of the hours specified in the Standard Maximum Hours Laborer or Mechanic, including apprentices, trainees, watchmen, and guards, wherever compensation at a rate not less than 1 1/2 times the basic hourly rate shall be paid for hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The basic hourly rate, as stated in the clause, shall be the basic hourly rate exclusive of the Contractor's contribution of cost for fringe benefits, and any such payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages, such liquidated damages to be computed with respect to each individual employee as the amount of the wages which such employee would have received had he been employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

3. APPRENTICES AND TRAINEES

(a) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, or if so such recognized agency exists in a State, under a program required by the aforesaid Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to its entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not a trainee as defined in paragraph (b) of this clause, and who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor shall furnish to the Contracting Officer written evidence of the registration of his program and apprentices, as well as of the appropriate ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work. The term "apprentice" means (1) a person employed and individually registered in a bona fide apprenticeship program with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or (2) a person in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training as a trainee in a craft classification (where appropriate) to be eligible for probationary employment as an apprentice.

(b) Trainees shall be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The term "trainee" means a person engaged in on-the-job training in a construction occupation under a program which is approved (but not necessarily operated) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to insure that the training meets a minimum standard.

(c) In connection with contracts in excess of \$10,000, the Contractor agrees as follows:

(1) The Contractor shall make a diligent effort to hire for performance of work under this contract a sufficient number of apprentices or trainees, or both, in each occupation, which bear to the average number of the journeymen in that occupation to be employed in the performance of the contract the applicable ratio as set forth in paragraph (c)(1) of this clause.

(2) The Contractor shall insure that 25 percent of such apprentices or trainees in each occupation in their first year of training, where feasible, shall be employed in the performance of the contract, and shall insure that a consideration of (i) the availability of training opportunities for first year apprentices, (ii) the hazardous nature of the work (for long-term workers), and (iii) excessive unemployment of apprentices in their second and subsequent years of training.

(3) The Contractor shall, during the performance of the contract, to the greatest possible extent, employ the full range of apprentices or trainees necessary to meet currently the requirements of paragraph (c)(1) and (c)(2) of this clause.

(4) The Contractor shall maintain records of employment on this contract by trade of the number of apprentices and trainees, apprentices and trainees in first year of training, and of journeymen, and wages paid and hours of work of each apprentice or trainee. On termination of the contract, the Contractor who claims compliance based on the criterion set forth in paragraph (c) of this clause shall submit to the Government a record of employment in all his construction work in the same labor market area, both public and private, during the performance of this contract. The Contractor shall also submit to the Government a copy of the record for inspection upon request of the Department of Labor or the Contracting Officer.

(5) The Contractor shall supply one copy of each of the written notices required in accordance with paragraph (c)(1)(i) of this clause at the request of the Contracting Officer. The Contractor also agrees to submit at monthly intervals during the performance of the contract and after completion of contract performance a statement describing items which would make compliance with the provisions of paragraph (c) of this clause, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement shall be sent to the Contracting Officer and one copy to the Secretary of Labor.

(6) The Contractor will be deemed to have made a "diligent effort" as required by the various provisions of the clause, if he can show that he can accomplish at least one of the following three objectives: (i) employ a sufficient number of apprentices and trainees in each occupation, at least equal to the ratios established in accordance with paragraph (c)(1) of this clause, or (ii) the Contractor employs, on all his construction work, both public and private, the same average

STANDARD FORM 19-A
NOVEMBER 1972 EDITION
GENERAL INVESTIGATIVE ADMINISTRATION
FBI (29-70211-6)

ENCLOSURE "A"

market area, an average number of apprentices and trainees by craft at least equal to the ratios established in accordance with paragraph (c) of this clause, or (ii) the Contractor (A) if covered by a collective bargaining agreement, before commencement of any work on the project, has given written notice to all joint apprenticeship committees, the local U.S. Employment Security Office, local chapter of the Urban League, Workers Defense League, or other local organizations concerned with minority employment, and the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor, for the locality of the work, (B) if not covered by a collective bargaining agreement, has given written notice to all of the groups stated above, except joint apprenticeship committees, and will in addition notify all non-joint apprenticeship sponsors in the labor market area, (C) has employed all qualified applicants referred to him through normal channels (such as the Employment Service, the Joint Apprenticeship Committee and where applicable, minority organizations and apprentice outreach programs who have been designated this function) at least up to the number of such apprentices and trainees required by paragraph (c)(1) of this clause. The notice as referred to herein, will include at least the Contractor's name and address, the agency designation, the contract number, job site address, value of the contract, expected starting and completion dates, the estimated average number of employees in each occupation to be employed over the duration of the contract work, and a statement of his willingness to employ a number of apprentices and trainees at least equal to the ratios established in accordance with paragraph (c)(1) of this clause.

(2) The Contractor recognizes that the Secretary of Labor has determined that the applicable ratios of apprentices and trainees to journeymen in any occupation for the purpose of this clause shall be as follows: (i) In any occupation the applicable ratio of apprentices and trainees to journeymen shall be equal to the predominant ratio for the occupation in the area where the construction is being undertaken, set forth in collective bargaining agreements, or other employment agreements, and available through the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor, for the applicable area; (ii) for any occupation for which no ratio is found, the ratio of apprentices and trainees to journeymen shall be determined by the Contractor in accordance with the recommendations set forth in the Standards of the National Joint Apprenticeship Committee for the occupation, which are on file at the offices of the U.S. Department of Labor's Bureau of Apprenticeship and Training; and (iii) for any occupation for which no such recommendations are found, the ratio of apprentices and trainees to journeymen shall be at least one apprentice or trainee for every five journeymen.

4. PAYROLLS AND BASIC RECORDS

(a) The Contractor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of 3 years thereafter for all laborers and mechanics, including apprentices, trainees, watchmen, and guards working at the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Contractor has obtained approval from the Secretary of Labor as provided in paragraph (c) of the clause entitled "Davis-Bacon Act," he shall maintain records which show the commitment, in approval, written communication of the plan or program for the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

(b) The Contractor shall submit weekly a copy of all payrolls to the Contracting Officer. The Government Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, that the wage rates contained

therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic, including apprentices and trainees, conform with the work he performed. Submission of the "Weekly Statement of Compliance" required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) shall satisfy the requirement for submission of the above statement. The Contractor shall submit a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of the clause entitled "Davis-Bacon Act."

(c) The Contractor shall maintain the records required under this clause available for inspection by authorized representatives of the Department of Labor, the Office of the Secretary of Labor, and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

5. COMPLIANCE WITH COPELAND REGULATIONS

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) which are incorporated herein by reference.

6. WITHHOLDING OF FUNDS

(a) The Contracting Officer may withhold or cause to be withheld from the Government Prime Contractor so much of the accrued payments or advances as may be considered necessary (1) to pay laborers and mechanics, including apprentices, trainees, watchmen, and guards employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract, and (2) to satisfy any liability of any Contractor and Subcontractor for liquidated damages under paragraph (b) of the clause entitled "Contract Work Hours and Safety Standards Act—Overtime Compensation."

(b) If any Contractor or subcontractor fails to pay any laborer, mechanic, apprentice, trainee, watchman, or guard employed or working on the site or work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Government Prime Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

7. SUBCONTRACTS

The Contractor agrees to insert the clauses heretofore entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Regulations—Withholding of Funds," "Subcontracts," and "Contract Termination—Debarment" in all subcontractors. The term "Contractor" as used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government Prime Contractor."

8. CONTRACT TERMINATION—DEBARMENT

A breach of the clauses heretofore entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Regulations," "Withholding of Funds," and "Subcontracts" may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

9. DISPUTES CONCERNING LABOR STANDARDS

Disputes arising out of the labor standards provisions of this contract shall be subject to the Dispute clause except to the extent such disputes involve the meaning of classifications or wage rates contained in the wage determination decision of the Secretary of Labor or the applicability of the labor provisions of this contract which questions shall be referred to the Secretary of Labor in accordance with the procedures of the Department of Labor.

SUPPLEMENT TO LABOR STANDARDS PROVISIONS
(Standard Form 19-A, November 1972 Edition)

- a. Clause No. 3.—Clause No. 3 is deleted in its entirety and the following Clause No. 3 is substituted therefor:

"3. APPRENTICES AND TRAINEES

"(a) Apprentices shall be permitted to work at less than the predetermined rate for the work they performed (1) when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or (2) if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Paragraph (b) of this clause and who is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor shall furnish to the Contracting Officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios allowed and wage rates (expressed in percentages of the journeyman hourly rates) for the area of construction, prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

"(b) Except as provided in 29 CFR 5.15 trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The term "trainee" means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, as meeting its standards for on-the-job training programs and which has been so certified by the Bureau. The ratio of trainees to journeymen shall not be greater than the ratio permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor shall furnish the Contracting Officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification

of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor shall no longer utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

"(c) The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order No. 11246, as amended, and 29 CFR Part 30.

"(d) If at any time the Bureau of Apprenticeship and Training determines, after opportunity for a hearing, that the standards of a training program have not been complied with, or that such a program fails to provide adequate training for participants, the Contractor shall not utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved. If the contractor brings an appeal pursuant to 29 CFR 5.17 within 30 days of his receipt of a certified letter withdrawing the Bureau of Apprenticeship and Training's approval, the effect of the withdrawal of approval of the program will be delayed until a decision is rendered on the appeal pursuant to 29 CFR 5.17."

- b. Clause No. 4.—Clause No. 4 is deleted in its entirety and the following Clause No. 4 is substituted therefor:

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"4. PAYROLLS AND BASIC RECORDS

"(a) The Contractor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of 3 years thereafter for all laborers and mechanics, including apprentices, trainees, watchmen, and guards working at the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributing for or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Contractor has obtained approval from the Secretary of Labor as provided in paragraph (c) of the clause entitled "Davis-Bacon Act," he shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

"(b) The Contractor shall submit weekly a copy of all payrolls to the Contracting Officer. The Government Prime Contractor shall be responsible for the submission of copies of payrolls for all subcontractors. The copy shall be accompanied by a statement signed by the contractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic, including apprentices and trainees, conform with the work he performed. Submission of the "Weekly Statement of Compliance" required under this contract and the Copeland

EXHIBIT "A"

Regulations of the Secretary of Labor (29 CFR Part 3) shall satisfy the requirement for submission of the above statement. The contractor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of the clause entitled "Davis-Bacon Act."

"Contractors employing apprentices or trainees under approved programs shall include a notation of the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

"(c) The contractor shall make the records required under this clause available for inspection by authorized representatives of the contracting officer and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job."

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NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, County hereinafter referred to as the contractor, agrees as follows:

- "(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Micro Fiched
- "(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- "(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union of workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- "(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- "(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- "(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- "(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

CERTIFICATION OF NONSEGREGATED FACILITIES

The _____ County hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where Micro Fiched segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The _____ County agrees that a breach of this certification is a violation of Title VI, Civil Rights Act of 1964. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFIED COPY

JUL 13 1978

LAURENCE P. HENIGAN, Clerk
By *Debra G. Conley*
DEPUTY

RESOLUTION NO. 78-105

(Rescinds Resolution No. 78-67 and Provides for Revised Agreement No. 78-142 of Tehama-Colusa Canal Road Crossings and Road Relocations due to the Canal and Reservoir Construction)

(U.S. Contract #14-06-200-8317-A)

WHEREAS, the United States proposed the construction of the Tehama-Colusa Canal, a feature of the Sacramento Canals Unit, Central Valley Project, in the County of Yolo, State of California; and

WHEREAS, it is necessary to cross roads and in general interfere with existing county roads during the construction and maintenance of the reservoir and canal system; and **Micro Fished**

WHEREAS, it is in the public interest to mutually agree and the parties hereto desire to agree by establishing areas of "joint use" and "common interest" which areas will be more fully defined and described prior to construction; and

WHEREAS, an agreement has been presented covering the obligations and responsibilities of the United States Government and the County of Yolo, and

WHEREAS, said agreement has been revised,

NOW THEREFORE, BE IT RESOLVED that Resolution No. 78-67 approving Yolo County Agreement No. 78-142 be hereby rescinded; and,

FURTHER BE IT RESOLVED, that the Chairman of the Board of Supervisors be authorized to execute the attached revised agreement on behalf of the County of Yolo.

NOW THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be authorized to execute the attached agreement on behalf of the County of Yolo.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 11th day of July 1978 by the following vote:

AYES: Duncan, Barton, Thompson, Marchand, Edmonds.

NOES: None.

ABSENT: None.

Arthur H. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
JUL 13 1978

APPROVED AS TO FORM
CHARLES R. HARRIS
COUNTY CLERK

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY *Debra G. Conley* DEPUTY
(seal)

By *Debra G. Conley*
DEPUTY COUNTY CLERK

Micro Fiched

STATE of CALIFORNIA }
COUNTY of YOLO }

SS,

The Foregoing Instrument Is A Correct Copy Of
The Original On File In This Office.

ATTEST July 18 19 78
LAURENCE P. HENIGAN

COUNTY CLERK, EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS,
EX OFFICIO CLERK OF THE BOARD OF EQUALIZATION IN AND FOR
THE COUNTY OF YOLO, STATE OF CALIFORNIA.

By

Robert E. Bailey
Deputy

FILED

JUL 18 1978

LAURENCE P. HENIGAN, Clerk

By *Robert E. Conley*

DEPUTY

AGREEMENT NO. 78-189

(Agreement to Provide Pathologist Services)

THIS AGREEMENT, made and entered into this 11th day of July, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY and LESLIE B. HADFY, M.D., hereinafter called PATHOLOGIST, **Micro Fiched**

WITNESSETH:

WHEREAS, the County of Yolo requires the services of a Pathologist, and also professional guidance in the operation of the hospital laboratory; and

WHEREAS, the PATHOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the provisions of pathological services of the County hospital and the provision of professional guidance in the operation of the hospital laboratory during the term thereof;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, it is understood and agreed by and between the parties hereto as follows;

FIRST: The PATHOLOGIST shall provide service in his professional specialty as may be required by the Medical Director, Chief of Staff, and/or Hospital Administrator for patients receiving treatment at Yolo General Hospital determined by COUNTY to be medically indigent.

SECOND: The PATHOLOGIST shall be on call for the performance of autopsies as may be required by the Medical Director, Chief of Staff, and/or Hospital Administrator.

THIRD: The PATHOLOGIST shall assist the Hospital Administrator in the technical operation of the hospital laboratory and set up procedural methods and standards for the laboratory.

FOURTH: All non-medical personnel required for the proper opera-

1 tion of the hospital laboratory shall be selected and employed by the
2 hospital; however, the PATHOLOGIST may be an additional member of the medical
3 staff appointed to aid in the review of credentials in hiring of laboratory
4 technicians.

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5 FIFTH: The PATHOLOGIST shall be a member of the Medical Staff of
6 Yolo General Hospital, subject to the Medical Staff By-Laws, Rules, and
7 Regulations, and shall be granted such privileges as may be recommended by
8 the Governing Board of the Hospital.

9 SIXTH: COUNTY shall pay PATHOLOGIST as follows:

10 A: Compensation at the same rate PATHOLOGIST charges to Health
11 Insurance for the Aged patients for services as a physician
12 in his professional specialty rendered to persons deter-
13 mined by the COUNTY to be medically indigent;

14 B: The sum of FOUR HUNDRED (\$400) DOLLARS per month for
15 assistance in the technical operation of the laboratory.

16 C: ONE HUNDRED (\$100) DOLLARS per autopsy performed and
17 report rendered.

18 SEVENTH: In the performance of the work, duties, and obligations
19 devolving upon him during this agreement, it is mutually understood and agreed
20 that the PATHOLOGIST is at all times acting and performing as an independent
21 contractor practicing his profession of medicine and surgery and specializing
22 in pathology; that COUNTY shall neither have nor exercise any control or
23 direction over the methods by which PATHOLOGIST shall perform his work and
24 functions excepting that said PATHOLOGIST does by this agreement agree to
25 perform his said work and functions at all times in strict accordance with
26 currently approved methods and practices in his professional specialty, and
27 that the sole interest of the COUNTY is to assure that said pathological
28 work and service shall be performed and rendered in a competent, efficient,
29 and satisfactory manner. All applicable provisions relating to licensing
30 and regulating of physicians and hospitals shall be fully complied with by
31 all parties hereto.

32 EIGHTH: In the event there is any disagreement between PATHOLOGIST

1 and the hospital, such disagreement shall be referred to the Executive .
2 Committee of the Yolo General Hospital Medical Staff for recommendation to
3 the Governing Board whose action shall be final. COUNTY expressly agrees
4 that the work of the PATHOLOGIST may be done by such assistant pathologists
5 as the PATHOLOGIST may employ, or associates or partners in practice with
6 PATHOLOGIST, so long as approval of the COUNTY is obtained prior to such
7 practice by assistant pathologists or associates or partners. Nothing
8 contained in this paragraph or in this agreement shall be construed to permit
9 assignment by the PATHOLOGIST of any rights under this agreement and such
10 assignment is expressly prohibited. **Micro Fiched**

11 NINTH: Any of the matters of agreement herein contained may be
12 altered from time to time by the written consent of the parties without in
13 any way affecting the remainder.

14 TENTH: COUNTY shall permit PATHOLOGIST to provide services as a
15 physician in his professional specialty to patients receiving treatment at
16 Yolo General Hospital upon referral of a physician at Yolo General Hospital,
17 and COUNTY shall perform clerical services for PATHOLOGIST including
18 providing names, addresses, responsible parties, and insurance information;
19 provided, however, COUNTY shall not be responsible for the collection of
20 PATHOLOGIST's accounts for such services or for the accuracy of the
21 information provided.

22 ELEVENTH: This agreement shall take effect and be in force on
23 July 1, 1978, and shall terminate on June 30, 1979, and this agreement may
24 be terminated by either party upon thirty (30) days' written notice to the
25 other of intention to terminate.

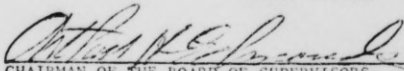
26 TWELFTH: This agreement supersedes Agreement No. 77-190.

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28 / / / / /
29 / / / / /
30 / / / / /
31 / / / / /
32 / / / / /

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement as of the day and year hereinabove set forth.

3
4 COUNTY OF YOLO, a political subdivision
5 of the State of California

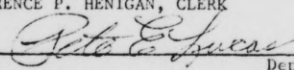
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7 
8 CHAIRMAN OF THE BOARD OF SUPERVISORS
9 COUNTY OF YOLO, STATE OF CALIFORNIA

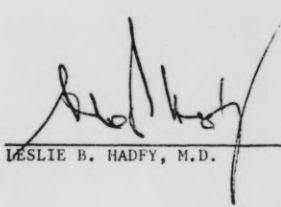
JUL 18 1978

10 ATTEST:

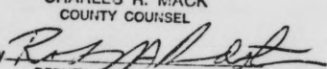
11 LAURENCE P. HENIGAN, CLERK

12 By  Deputy

13 (SEAL)

14 
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16 LESLIE B. HADFY, M.D.
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22 APPROVED AS TO FORM
23 CHARLES R. MACK
24 COUNTY COUNSEL

25 By  DEPUTY COUNTY COUNSEL
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1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

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2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

the wording in the last sentence is changed from "... during the last month" to "... during the last two months".

4. Article 4.A.(1) poverty level is changed as follows:

<u>Family Size</u>	<u>Non-Farm Family</u>	<u>Farm Family</u>
1	\$3,140	\$2,690
2	4,160	3,550
3	5,180	4,410
4	6,200	5,270
5	7,220	6,130
6	8,240	6,990

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(For family units with more than 6 members, add \$1,020 for each additional member in a non-farm family, and \$860 for each additional member in a farm family).

5. The last two paragraphs following Article 4.A.(2) are changed to read as follows:

"Documents which may be used as proof of income eligibility include the following: W-2 form, Welfare Basic Grant form, Social Security Statement of Earnings, etc."

"Further, each applicant shall be required to sign a Low-Income Energy Conservation Program Client Intake Form (CSOEO Form #29P)."

6. The last sentence in Article 4.C. is changed to read as follows:

"A weatherization project under this agreement shall include the following for each dwelling weatherized: (1) an OMB No. 38-R0198, Building Weatherization Report, (2) a CSOEO Form #P36, Weatherization Plan Worksheet, plus the approaches to weatherization, including the energy conservation techniques, contained in either (3) Project Retro-Tech, utilizing the Project Retro-Tech Job Book or (4) CSA Pamphlet 6143-6."

7. The wording in Article 4.I. is changed from "... Weatherization Service Agreement form to be provided by CSOEO" to "... Weatherization Service Agreement -- Rental Units form (CSOEO Form #37P)."

8. The wording in Article 4.N. is changed from "... shall not exceed \$350" to "... shall not exceed \$400."

9. The last ten lines of Article 4.P are deleted and replaced by the following:

"Such record keeping shall be in accordance with OMB Circular A-102 and the regulations promulgated by the U.S. Department of Energy at 10 CFR Part 440.

Contractor shall furnish CSOEO with the following two reports on a monthly basis, on forms furnished to Contractor by CSOEO:

- (1) Low-Income Energy Conservation Monthly Report (CSOEO Form #28P)
- (2) Request for Advance Reimbursement (CSOEO Form #30P)

Each of these two reports, even if there is no activity to report, will be due no later than the 20th day of the month being reported, but preferably as soon after the first day as possible.

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- (3) In addition, the CSOEO copies of all Low-Income Energy Conservation Program Client Intake forms (CSOEO Form #29P) shall be forwarded monthly to CSOEO.

A ONE-MONTH DELINQUENCY IN MEETING THESE REPORTING REQUIREMENTS SHALL GIVE CSOEO THE RIGHT TO TERMINATE THIS AGREEMENT."

10. The wording in Article 4.Q. is changed in its entirety to read as follows:

The Contractor shall establish a Project Advisory Committee (PAC) if one does not already exist. The PAC shall consist of at least 51 percent poor persons (or representatives of the poor) and shall include representatives of the local and other resource agencies within the community served as well as a representative or representatives of the local public/private utility and/or local fuel suppliers. The PACs' functions shall be as set forth in CSA Pamphlet 6143-6 and CSA Instruction 6143-1a (or subsequent issuances).

Any exceptions to constraints set forth in this Agreement must be recommended by the Contractor PAC and submitted to CSOEO for prior approval on a case-by-case basis.

11. The wording in Article 4.R. is changed from "To give public relations . . ." to "To include public relations . . .".
12. The wording in Article 4.S.(1) is changed from ". . . customarily conducts the agency's audits." to "customarily conducts the Contractor's audits."
13. Article 4.T. is hereby incorporated and becomes a part of the Agreement.

Fair Employment Practices Addendum

- (1) In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of the Fair Employment Practices section.

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- (2) Request for Advance Reimbursement (CSOEO Form #30P)

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ATTACHMENT A

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Budget

Contract Total	\$ <u>37,003</u>	Maximum
Weatherization Materials	<u>33,932</u>	Minimum
Transportation	<u>367</u>	Maximum - No Minimum
Tools/Equipment	<u>244</u>	Maximum - No Minimum
Administration	<u>2,460</u>	Maximum - No Minimum

Revised 6/78

ATTACHMENT B RULES AND REGULATIONS

Appendix A--Standards for Weatherization Materials

Insulation--Mineral fiber (Material or product)	(Standards)
Blanket/batt	Conformance to F.S. ^{1/} HH-1-521E and ASTM C665-70.
Board	Conformance to F.S. HH-1-526C and ASTM C612-70 or C726-72.
Duct material	Conformance to F.S. HH-1-558B.
Loose fill	Conformance to F.S. HH-1-1030A and ASTM C764-73.

Insulation--Mineral cellular:	
Aggregate board	Conformance to F.S. HH-1-529B.
Cellular glass	Conformance to F.S. HH-1-551E and ASTM C552-73.
Perlite	Conformance to F.S. HH-1-574A and ASTM C549-73.
Vermiculite	Conformance to F.S. HH-1-585B and ASTM C516-67.

Micro Filled

Not commonly
used in CA

R. value too
low for cost
effective use
in some CA
areas

Insulation--Organic fiber:	
Type I Cellulose--classes 25 & 50	Conformance to F.S. HH-1-515C and ASTM C739-73 (loose fill).
Cellulose--class 50	Conformance to ASTM C739-73 (loose fill) and fire safety requirements. ^{2/}
Vegetable	Conformance to F.S. HH-1-528B and fire safety requirements.
Board and block	Conformance to F.S. LLL-1-535A and ASTM C208-72 and fire safety requirements.
Insulation--Organic cellular:	
Polystyrene board	Conformance to F.S. HH-1-524B and ASTM C578-69 and fire safety requirements.
Urethane board	Conformance to F.S. HH-1-530A and ASTM C591-69 and fire safety requirements.
Flexible unicellular	Conformance to F.S. HH-1-573B and ASTM C534-70 and fire safety requirements.

Insulation--Air spaces: Reflective Conformance to F.S. HH-1-1252B.

Storm windows:

Aluminum frame	Equivalent to ANSI A1343-1972.
Wood frame	Conformance to Sec. 3 of NWMA Industry Standard I.S. 2-73.
Rigid vinyl frame	Conformance to NBS Product Standard PS26-70 and performance guarantee.

Frameless plastic glazing Required minimum thickness, 6 mil (0.006 in.)

Storm doors:

Aluminum	Equivalent to ANSI A134.4-1972.
Wood:	
Pine	Conformance to Sec. 3 of NWMA I.S. 5-73.
Fir, hemlock, spruce	Conformance to Sec. 3 of FHDA/5-75.
Hardwood veneered	Conformance to Sec. 3 of NWMA I.S. 1-73.
Rigid vinyl	Conformance to NBS Product Standard PS26-70 and performance guarantee.

Caulks and sealants Commercial availability.

Weatherstripping Do.

Vapor barriers Conformance to ASTM C755-73.

Clock thermostats Commercial availability.

NOTES

^{1/} F.S. means federal specifications as cited, copies of which may be obtained from Specifications Sales, Building 197, Washington Naval Yard, General Services Administration, Washington, D.C. 20407.

^{2/} For fire safety requirements, see Sec. 2.1.3.1 of NBSIR 75-795 which may be obtained from DOE.

(FR Doc. 77-15515 Filed 5-31-77; 8:45 am)

* Standards for California as recommended by EGA and the Energy Commission. Each bag must be identified with an Underwriters Laboratory label.

Federal Register, Vol. 42, No. 105--Wednesday, June 1, 1977

Revised 6/78

ATTACHMENT C

Agency Goals

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Priority Populations To Be Served

	Number	Percent
Total Houses to be Weatherized	<u>135</u>	<u>100</u>
Elderly	<u>67</u>	<u>50</u>
Handicapped	<u>7</u>	<u>5</u>
Native Americans	<u>3</u>	<u>2</u>

STANDARD AGREEMENT —

APPROVED BY THE
ATTORNEY GENERALSTATE OF CALIFORNIA
STD. 2 (REV. 11/75)

AGREEMENT NO. 78-191

THIS AGREEMENT, made and entered into this 1st day of July, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF STATE
☐ CONTROLLER

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director - CSOEO	Employment Development Department California State Office of Economic Opportunity	7800
hereafter called CSOEO, and		

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to CSOEO services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, the parties to this agreement desire, pursuant to Title IV-A of Public Law 94-385,
(42 USC §6851, et seq.), the Energy Conservation In Existing Buildings Act of 1976, to
implement a weatherization assistance program to assist in insulating the dwellings of
low-income persons, particularly the elderly and handicapped, in order both to aid those
persons least able to afford higher utility costs and to conserve needed energy;

NOW, THEREFORE, the parties hereby agree as follows:

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(Continued on page 3)

The provisions on page 2 constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Employment Development Department California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
TITLE	TITLE
Director - CSOEO	CHAIRMAN, BOARD OF SUPERVISORS
	ADDRESS
	P.O. BOX 1098, Woodland, CA 95695

(CONTINUED ON — SHEETS, EACH BEARING NAME OF CONTRACTOR)

Department of General Services Use ONLY	AMOUNT ENCUMBERED	APPROPRIATION		FUND	
	\$	ITEM	CHAPTER	STATUTES	FISCAL YEAR
	UNENCUMBERED BALANCE				
	\$	FUNCTION			
	ADD. INCREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
\$	ADD. DECREASING ENCUMBRANCE				
\$					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER					DATE
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY					DATE

STANDARD AGREEMENT —

APPROVED BY THE
ATTORNEY GENERALSTATE OF CALIFORNIA
STD. 2 (JULY 1975)

AGREEMENT NO. 78-191

THIS AGREEMENT, made and entered into this 1st day of July, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SERV.
☐ CONTROLLER
☐
☐

TITLE OF OFFICER ACTING FOR STATE

AGENCY Employment Development Department

NUMBER

Director - CSOEO
hereafter called CSOEO, and

California State Office of Economic Opportunity 7800

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IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Employment Development Department California State Office of Economic Opportunity BY (AUTHORIZED SIGNATURE)		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)			
TITLE Director - CSOEO		BY (AUTHORIZED SIGNATURE) <i>Michael R. Edwards</i> TITLE CHAIRMAN, BOARD OF SUPERVISORS ADDRESS P.O. BOX 1098, Woodland, CA 95665			
CONTINUED ON — SHEETS, EACH BEARING NAME OF CONTRACTOR		APPROPRIATION FUND			
Department of General Services Use ONLY		AMOUNT ENCUMBERED		FUND	
\$		UNENCUMBERED BALANCE		ITEM	CHAPTER
\$		ADD INCREASING ENCUMBRANCE		STATUTES	FISCAL YEAR
\$		ADD DECREASING ENCUMBRANCE		FUNCTION	
\$		LINE ITEM ALLOTMENT			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.D.A. NO.		S.E. NO.	
SIGNATURE OF ACCOUNTING OFFICER				DATE	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY				DATE	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

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3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

1. The term of this agreement shall be from July 1, 1978 to December 31, 1978.
2. The total amount payable by CSOEO to Contractor shall not exceed \$_____, as specified in the budget attached hereto as Attachment A, incorporated herein by reference.

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3. As authorized by §417(d) of P.L. 94-385 (42 USC 6867(d)), Contractor may request an initial advance payment of \$_____, an amount not exceeding its estimated costs for performance during the first two months of this agreement. Thereafter, Contractor shall submit monthly invoices in arrears by the 20th day of the following month. The initial advance to the Contractor shall be limited to the minimum amounts needed for the initial two months and shall be timed to be in accord only with the actual, immediate cash requirements of Contractor in carrying out the purpose of this agreement. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by Contractor for authorized costs under this agreement as set forth in Attachment A. Advances will be liquidated during the last two months of the agreement.
4. Contractor agrees to the following provisions:
 - A. Documentation procedures shall be established to ensure that no dwelling unit shall be eligible for weatherization assistance under this agreement unless it is the dwelling of a family unit -

- (1) Whose income is at or below the poverty level set forth below:

<u>Family Size</u>	<u>Non-Farm Family</u>	<u>Farm Family</u>
1	\$3,140	\$2,690
2	4,160	3,550
3	5,180	4,410
4	6,200	5,270
5	7,220	6,130
6	8,240	6,990

(For family units with more than 6 members, add \$1,020 for each additional member in a non-farm family, and \$860 for each additional member in a farm family.)

OR

- (2) Which contains a member who has received cash assistance payments under Title IV (AFDC) or Title XVI (SSI)* of the Social Security Act or applicable state or local law paid during the 12-month period preceding the date of application for financial assistance to such dwelling unit.

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Contractor shall verify applicant income for a randomly selected sample of 10 percent of the homes to be weatherized.

Documents which may be used as proof of income eligibility include the following: W-2 form, Welfare Basic Grant form, Social Security Statement of Earnings, etc.

Further, each applicant shall be required to sign a Low-Income Energy Conservation Program Client Intake Form (CSOEO #29P).

- B. Contractor shall inspect the dwelling unit of each eligible applicant to determine if the unit is structurally sound and not in need of excessive rehabilitation. If the dwelling unit is ineligible because of the need for extensive repair, the low-income applicant for weatherization assistance should be referred to the local Housing and Community Development organization, U.S. Farmers Housing Administration, housing loan program, etc. If the applicant can get the necessary repairs accomplished, insulation may be installed as part of that repair work.
- C. Except as provided below, only weatherization materials which meet or exceed the Standard for Weatherization Materials, attached hereto as Attachment B, and incorporated herein by reference, shall be purchased with funds provided under this agreement. Weatherization materials for which standards do not exist in Attachment B may be approved by the Regional Administrator, U.S. Department of Energy, for use in a weatherization project if requested by either CSOEO or Contractor. A weatherization project under this agree-

ment shall include the following for each dwelling weatherized: (1) an OMB No. 38-R0198, Building Weatherization Report, (2) a CSOEO Form #P36, Weatherization Plan Worksheet, plus the approaches to weatherization, including the energy conservation techniques, contained in either (3) Project Retro-Tech, utilizing the Project Retro-Tech Job Book, or (4) CSA Pamphlet 6143-6.

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- D. Priority shall be given to identifying and providing weatherization assistance to elderly, Native Americans, and handicapped low-income persons, as specified in Attachment C, attached hereto and incorporated herein by reference.
- E. Financial assistance provided under this agreement shall be used to supplement, and not supplant, state or local funds and, to the maximum extent practicable as determined by the U.S. Department of Energy, to increase the amounts of those funds that would be made available in the absence of federal funds provided under this agreement;
- F. To the maximum extent practicable, Contractor will secure the services of volunteers, training participants and public service employment workers, pursuant to CETA, to work under the supervision of qualified supervisors and foremen;
- G. To the maximum extent practicable, the use of weatherization assistance shall be coordinated with other federal, state, local, or privately funded programs in order to improve thermal efficiency and to conserve energy; and
- H. Low-income members of an Indian tribe shall receive benefits equivalent to the assistance, either on or off rancherias, as is provided to other low-income persons.

- I. No rental dwelling unit shall be weatherized without first obtaining the written permission of the owner of the dwelling unit or his agent and the tenant on a Weatherization Service Agreement -- Rental Units form (CSOEO Form #37P).
- J. At least ninety percent (90%) of the funds provided under this agreement shall be used to purchase weatherization materials. Allowable expenditures for weatherization materials, as set forth in Attachment A, include only the following costs - **Micro Fished**
- (1) Purchase of weatherization materials FOB but not including mechanical equipment valued in excess of \$50 per dwelling unit;
 - (2) Transportation of weatherization materials, tools, equipment, and work crews to any storage site and to the site of weatherization work, except no purchase or lease of vehicles shall be allowed;
 - (3) Maintenance, operation, and insurance of vehicles used to transport weatherization materials;
 - (4) Tools and equipment not to exceed \$50 for any one item;
 - (5) Taxes related to other allowable expenditures for weatherization materials.
- K. Administrative funds in the amount indicated in Attachment A are provided. Allowable administrative expenses shall not include any costs of labor, except for supervisors and foremen, to carry out a weatherization project under this agreement. Allowable administrative expenses may include such items as liability insurance for personal injury and property damage for a weatherization project as required in Paragraph L below, audit, and bookkeeping services.
- L. To have in effect and to maintain public liability and property damage insurance, including but not limited to, premises and automobiles, with minimum liability limits of Three Hundred Thousand Dollars (\$300,000) for

bodily injury or death of any person, and damage to property of not less than Three Hundred Thousand Dollars (\$300,000) resulting from any occurrence. Said policy shall provide that 30 days' written notice to CSOEO, Employment Development Department, shall be required before cancellation or material change of any of the terms of the policy.

- M. No funds under this agreement shall be used for any of the following purposes -

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- (1) To weatherize a dwelling unit which has been weatherized previously with funds granted under Title IV-A of Public Law 94-385, unless such dwelling unit has been damaged by fire, flood, or act of God and repair of the damage to weatherization materials is not paid for by insurance;
 - (2) To weatherize a dwelling unit which is vacant or designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed; or
 - (3) To purchase cosmetic items or a heating or cooling source.
- N. Cost of weatherization materials provided under this agreement shall not exceed \$400 in the case of any dwelling unit.
- O. The Administrator, U.S. Department of Energy, and his/her designee, and the Director, U.S. Community Services Administration, and his/her designee, shall have the right to monitor and evaluate weatherization projects under this agreement through on-site inspections, or through other means, in order to ensure the effective provision of weatherization assistance for the dwelling units of low-income persons. The Administrator, U.S. Department of Energy, and his/her designee, the Comptroller General of the United States

and his/her designee, and if Contractor is a Community Action Agency, the Director, Community Services Administration, and his/her designee, shall have access for the purpose of audit and examination to any of Contractor's books, documents, papers, information and records of any weatherization project performed under this agreement. In addition, Contractor shall permit CSOEO to conduct, on a periodic basis, an audit of the pertinent records of Contractor concerning financial assistance received under this agreement.

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- P. Contractor shall keep such records as the U.S. Department of Energy shall require, including records which fully disclose the amount and disposition of the funds received under this agreement, the total cost of a weatherization project, the source and amount of funds for such project or program not supplied by U.S. Department of Energy, and such other records as U.S. Department of Energy deems necessary for an effective audit and performance of evaluation.

Such record keeping shall be in accordance with OMB Circular A-102, and the regulations promulgated by U.S. Department of Energy at 10 CFR Part 440.

Contractor shall furnish CSOEO with the following two reports on a monthly basis, on forms furnished to Contractor by CSOEO:

- (1) Low-Income Energy Conservation Monthly Report (CSOEO Form #28P)
- (2) Request for Advance/Reimbursement (CSOEO Form #30P)

Each of these two reports, even if there is no activity to report, will be due no later than the 20th day of the month following the month being reported, but preferably as soon after the first day as possible.

- (3) In addition, the CSOEO copies of all Low-Income Energy Conservation Program Client Intake forms (CSOEO Form #29P) shall be forwarded monthly to CSOEO.

A ONE-MONTH DELINQUENCY IN MEETING THESE REPORTING REQUIREMENTS SHALL GIVE CSOEO THE RIGHT TO TERMINATE THIS AGREEMENT.

- Q. The Contractor shall establish a Project Advisory Committee (PAC) if one does not already exist. The PAC shall consist of at least 51 percent poor persons (or representatives of the poor) and shall include representatives of the local governments and other resource agencies within the community served as well as a representative or representatives of the local public/private utility and/or local fuel suppliers. The PAC's functions shall be as set forth in CSA Pamphlet 6143-6 and CSA Instruction 6143-1a (or subsequent issuances).

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Any exceptions to constraints set forth in this Agreement must be recommended by the Contractor PAC and submitted to CSOEO for prior approval on a case-by-case basis.

- R. To include public relations credit to the State of California and U.S. Department of Energy in all press releases, news conferences, and radio or television presentations pertaining to the activities carried out under this agreement and any subcontract based upon this agreement.
- S. The Contractor shall submit to CSOEO within 120 days after the termination of this contract three copies of an audit report (including financial statements and management letters).
- Private Contractors shall secure the services of an independent certified public accountant, or independent public accountant, certified or licensed by the State of California.
- Local government or public agency Contractors may substitute the auditing official or official governmental auditing agency which customarily conducts the Contractor's audits.

Audits shall be conducted in conformance with the standards set forth in CSA Manual 2410-1, Audit Guide.

T. Fair Employment Practices Addendum

- (1) In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section. Micro Fiched
- (2) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (3) Remedies for Willful Violation:
 - (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor

was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

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- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411-1432.5 for further details.

5. Either party may terminate this agreement effective 30 days after written notice to the other party. In such event, Contractor shall be paid for its actual allowable costs in accordance with the terms of this agreement up to the time the termination notice becomes effective.
6. No person in the United States shall, on the ground of race, color, national origin, or sex, or on the ground of any other factor specified in any federal law prohibiting discrimination, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, project, or activity supported in whole or in part with financial assistance provided by this agreement.

7. This agreement shall not be effective until signed by both parties and approved by the State of California, Department of General Services.
8. This agreement may be amended only by written agreement of both parties. There are no oral understandings or agreements not incorporated herein.

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ATTACHMENT A

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Budget

Contract Total	\$ _____	Maximum
Weatherization Materials	_____	Minimum
Transportation	_____	Maximum - No Minimum
Tools/Equipment	_____	Maximum - No Minimum
Administration	_____	Maximum - No Minimum

ATTACHMENT C

Agency Goals

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Priority Populations To Be Served

	Number	Percent
Total Houses to be Weatherized	_____	_____
Elderly	_____	_____
Handicapped	_____	_____
Native Americans	_____	_____

ATTACHMENT C

Agency Goals

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Priority Populations To Be Served

	Number	Percent
Total Houses to be Weatherized	_____	_____
Elderly	_____	_____
Handicapped	_____	_____
Native Americans	_____	_____

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

FILED 7

AGREEMENT NO. 78-192

AUG 14 1978

LAURENCE P. HENIGAN, Clerk

By *Debra E. Conley*
DEPUTY

Sub-Grantee Name

City of Woodland (Project #59)

Address

300 First Street

City

Phone:

Woodland, Ca 95695

662-5416

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Program Director

1. Amount of funds allocated per this sub-grant is \$ 13,728.

2. Grant period begins 7-18-78 and ends 9-30-78.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

City of Woodland

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

Thomas A. Peterson
(Signature of Authorized Officer)

Arthur H. Edmonds

Thomas A. Peterson, City Manager

(Typed Name and Title of
Authorized Officer)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY *Debra E. Conley*

DEPUTY

1 AGREEMENT NO. 28-192

2 (CETA TITLE VI PUBLIC SERVICE
3 PROJECT AGREEMENT)

4 THIS AGREEMENT made and entered into this 18 day of
5 July, 1978, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the City of Woodland,
8 300 First Street, Woodland, CA 95695

9 hereinafter referred to as SUBGRANTEE,

Micro Fiched

W I T N E S S E T H :

10 1. SUBGRANT. This agreement sets forth the terms and conditions
11 of a subgrant between PROGRAM AGENT and SUBGRANTEE for the
12 title VI Public Service Project. This subgrant agreement con-
13 sists of the following:

- 14 A. This Agreement.
15 B. Signature sheet.
16 C. Schedule of Position Listing, attached hereto as Exhibit
17 "A" herein.
18 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
19 herein.
20 E. PROJECT PROPOSAL, attached hereto as Exhibit "C" herein.
21 F. General and Special Assurances attached hereto as Exhibit
22 "D" herein.

23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and pro-
24 per as determined by PROGRAM AGENT perform the services des-
25 cribed in the application and program narrative in accordance
26 with the time schedule, budget, and number of persons to be
27 served set forth in the proposal, which proposal is attached
28 hereto is Exhibit "C" and incorporated herein by reference.

29 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
30 able and necessary costs incurred in the performance of this
31 contract in accordance with the following rules:

- 32 A. Total reimbursement shall not exceed the amount of the
subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month. Micro Fiched
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

- 3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

14 5. TERMINATION. Micro Fiched

- 15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement ^{Micro Fiched}
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

- 1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.
- 4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee. Micro Fiched
- 13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.
- 16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.
- 25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed. Micro Fiched

10 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement. Micro Fiched

- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

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10 15. PERSONNEL.

- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
- 16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
- 21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.

2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.

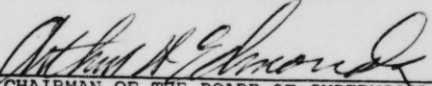
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT -

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9 COUNTY OF YOLO, a political subdi-
10 vision of the State of California

11 BY 
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

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14
15 SUBGRANTEE

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CITY OF WOODLAND

Sanitary House Sewer Service Connection Replacement Program

Micro Fiched

<u>POSITION/TITLE</u>	<u>WAGES AND BENEFITS</u>
Engineering Aid I	\$ 2,428
Maintenance Worker I	2,260
Maintenance Worker I	2,260
Maintenance Worker I	2,260
Maintenance Worker I	2,260
Maintenance Worker I	<u>2,260</u>
Six Positions	TOTAL COST <u>\$ 13,728</u>

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiched
2. In order to insure special consideration for special and recent veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special and recent veterans. Upon request, MOVE may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card.

CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge, veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contact the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be completed.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's

employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done. Micro Fiched

The manpower representative, in most instances, will be an outreach worker from M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and

shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, The University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consummes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public

and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

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Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is doing "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.

Micro Fiches

2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy, please do not hesitate to call me.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.
3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for

such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the

economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume.

Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

RECEIVED JUL 0 7 1978

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PROPOSAL FORMAT
FOR
TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS
YOLO COUNTY
C

Project Name Sanitary House Sewer Service Connection Replacement Program
Organizational Name City of Woodland, Department of Public Works
Organizational Address 300 First Street, Woodland, CA 95695
Telephone Number (916) 662-5416
Director's Name A. L. Hiatt
Person(s) to Contact Kris Kristensen
Authorized Signature *A. L. Hiatt*

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

•Cover Page (page 1)

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•15 Information Questions (pages 3-14)

•Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SVETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

X Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

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2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Replacement of collapsed house sewer connections from the property line to the sewer main in the street.

b. What are the expected results of this project? Elimination of stopped up sewers with resultant health hazard.

c. What is the Public Service provided by this project? Sanitary sewer service.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

From about 1948 until 1960 the City of Woodland Public Works Department connected new houses to the sanitary sewer main in the street with sewer pipe that was manufactured from cellulose fiber impregnated with coal tar. This was accepted in the industry at that time as a trouble free root proof pipe.

Unfortunately, this type of pipe did not perform as expected but instead gradually flattened from the load of the earth backfill with the consequence of tree roots being able to enter the pipe at the joints. This has caused the complete failure of many house sewers and a great deal of plumbing problems.

The proposed project is to replace the City's portion of the house sewer connection (from the curb line to the sewer main in the street) with vitrified clay pipe which is the best pipe obtainable for this type of service. Approximately 1,400 replacements need to be made.

4. Budget

Total Personnel Costs (A & B)
Attach itemized fringe benefits:

\$ 67,500

A. Salaries and Wages \$ 50,625

B. Fringe Benefits \$ 16,875

Micro Fiched

Total funds requested (Equals total personnel costs)

\$ 67,500

Total positions requested

6

Average cost per position requested (total budget divided by
number of positions)

\$ 11,250

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
Maintenance Worker I	6 mos. @ 723 6 mos. @ 758	6 mos. @ 181 6 mos. @ 190	12	11,112
" " "	" "	" "	"	11,112
" " "	" "	" "	"	11,112
" " "	" "	" "	"	11,112
" " "	" "	" "	"	11,112
Engineering Aid I	6 mos. @ 777 6 mos. @ 815	6 mos. @ 194 6 mos. @ 204	12	11,940

Duration of Projection

Estimated from August 1, 1978 to August 1, 1979

*Attach additional sheet if necessary.

5. Geographic area to be served by the Project: Sections within the City limits of residential development constructed from 1948 - 1960.

6. Certification

Micro Fiches

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☐ No ☒
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐

A. L. Hatt
Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The City of Woodland Public Works Department has provided employment in the past to various CETA and ARFA programs with the result of several people from these programs assuming permanent positions with the City when vacancies occurred. This demonstrates that the on-the-job training received adequately prepared the trainees for permanent employment.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

The project will be directed by the Sewer and Water Division of the City of Woodland. Robert Dahl is the supervisor of this division and has held this position for many years. Immediate supervision in the field will be by Carlos Pereyra, an employee of many years experience in this type of work and most recently a leadworker on a house water service connection replacement project.

The line of command will be: Public Works Director, A. L. Hiatt; Sewer and Water Division Supervisor, Robert Dahl; and Carlos Pereyra, Leadworker.

All personnel enumerated above have many years of experience in the activities contemplated by the proposed project.

Micro Fiched

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

<u>Board Member</u>	<u>Occupation and Employer</u>
John Kimura, Mayor	Self employed farmer
Don Wyly, Councilman	Retired
Harry Walker, Councilman	U.C.D. instructor
Wally Foster, Councilman	Self employed insurance agent
Richard Alcauskas, Councilman	Attorney

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

- a. The project will consist of replacing failing house sewer service connections between the curb line and the sanitary sewer main in the street. The failed pipe is constructed of fiber pipe that has deteriorated and flattened from the earth load which results in root infested pipes and consequent blockage of the sewer flow. This then causes a public health hazard as well as a continuing plumbing problem. The City plans to replace these failed sewer connections (about 1,400) with vitrified clay pipe which is an excellent material for this type of service.
- b. It is hoped to start the project by August 1, 1978 and continue for at least a year, although it is doubtful the project could be completed in this length of time.
- c. The overall supervision of the project will be by the Public Works Director, A. L. Hiatt. The project supervisor will be Robert Dahl, Utility Supervisor. Immediate supervision in the field will be by Carlos Pereyra, Maintenance Leadworker.

Micro Fiched

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

- a. The proposed project of the replacement of failed house sewer service connections will eliminate an existing public health hazard, eliminate the possibility of contamination of the underground water supply and will eliminate a continuing plumbing problem of sewer blockage.
- b. The need for this project is prompted by the continuing complaints of the residents of stopped up house sewers that are received by the Public Works Department.
- c. The City has already replaced many of the failed house sewer service connections but cannot keep pace with the increasing rate at which the failures are being experienced. We now only make replacements when a failure has occurred but it is evident that the adjoining houses should receive replacement sewer services because the original installation of all of the houses in the vicinity was made at the same time.

Micro Fiche

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

<u>3</u> Professional	<u>57</u> Skilled
<u>3</u> Semi-Professional	<u>4</u> Unskilled
<u>1</u> Clerical	<u> </u> Semi-Skilled
TOTAL <u>68</u>	

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The failing house sewer service connections are widely scattered throughout the City and conform to the houses that were constructed between 1948 and 1960. The facilities to be replaced lie between the curb line and the sanitary sewer main in the street. This is the area for which the City has the responsibility.

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14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The entire scope of the project lies within the responsibility of the Public Works Department and as such will be planned and operated by the Public Works Department.

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15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

Micro Fiches

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II			
III			
VI			
TOTAL			

Comments:

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Micro Filled

Your Internal Revenue Service Tax Exempt Status letter

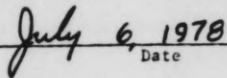
Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)



Authorized Signature



Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P. L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
 - c. It will comply with Title VI of the Civil Right Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
 - e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

Micro Fiched

- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a) (6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6 (a) (1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wages law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a) (2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.
- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1) (B) and 205(c) (1)).

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B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

- 1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
- 2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c) (6) and 604).
- 3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they

have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)). Micro Fiched
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurance for Title II Programs

All assurances in B above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c) (3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c) (20)).

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(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c) (5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

D. Additional Assurances for Title VI Programs

All assurances in B above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a) (2) (B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a) (2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks and to members of a family currently qualified for Aid for Family with Dependent Children (AFDC).

E. Special Certification for State Grantee

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)

Micro Fiched

Arthur H. Edmonds
(Signature of Authorized Officer)

[Signature]

ARTHUR H. EDMONDS Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

7-18-78
(Date of Application)

FILED

JUL 18 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara M. Rodriguez*
Deputy

AGREEMENT NO. 78-193
(Agreement for Physician Services)

THIS AGREEMENT, made and entered into this 16 day of June, 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Thomas J. Early, M.D., hereinafter called PHYSICIAN.

Micro Fiched

W I T N E S S E T H:

RECITALS:

It is the intent of the parties hereto to enter into an agreement for the provision of physician services at the East Yolo Health Services Center, in conformance with the laws of the State of California governing the practices of medicine, and such ordinances, rules, and regulations as the Board of Supervisors of the County of Yolo may adopt and the State of California, Department of Health and its successors may adopt for the preservation of the public health and safety.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees:

- a. To maintain a valid license to practice medicine in the State of California.
- b. To maintain a current Drug Enforcement Administration number for the prescription of controlled drugs.
- c. To engage in the practice of family practice medicine at the East Yolo Health Center at 350 "C" Street, Broderick, California. Such practice shall be PHYSICIAN'S primary practice site. The hours of practice shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, except as follows:

(1) Normal County holidays.

1 (2) When, by mutual agreement between PHYSICIAN and the Director
2 of Health and Mental Health Services, or designee, PHYSICIAN
3 shall be away from the service site during normal working hours,
4 it shall be PHYSICIAN'S responsibility to provide a substitute
5 physician who shall be afforded all rights provided under the
6 terms of this agreement, and shall be bound by the terms and
7 conditions stated herein. Compensation to said substitute
8 physician shall be at PHYSICIAN's expense. Proposed sub-
9 stitute physicians' names shall be submitted to the Director
10 or his designee at least one week in advance of a scheduled
11 absence. COUNTY retains the right to approve or reject pro-
12 posed substitute physician.

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- 13 d. To participate in any and all peer review appropriate to insure the
14 maintenance of a high standard of care.
- 15 e. To work with and supervise the care rendered by the Family Nurse Pract-
16 itioner, including, but not limited to, chart review, patient review,
17 and patient consultation. PHYSICIAN shall work with Nurse Practitioner
18 and others, as appropriate, to establish protocols and standards of
19 practice for clinic activities.
- 20 f. To cooperate with administrative requirements levied to maximize income
21 from PHYSICIAN'S services. This shall include, but not be limited to,
22 proper completion of encounter forms, maintenance of up-to-date medical
23 records, and filling out of insurance forms.
- 24 g. To cooperate with other providers in the East Yolo Health Services
25 Center through referrals when appropriate, and provision of consult-
26 ation(s) when requested.

- 1 h. To endeavor to establish relationships with providers outside the East
2 Yolo Health Services Center for the purpose of securing specialty con-
3 sultation and hospitalization for Center patients under PHYSICIAN'S care.
- 4 i. To provide medical care within the scope of PHYSICIAN'S medical train-
5 ing and at all times in strict accordance with currently accepted methods
6 and practices in PHYSICIAN'S profession. **Micro Fiched**
- 7 j. To generally supervise the quality of medical care and act as advisor
8 to head of Health Protection Services, and help in implementation of
9 policies designed to improve quality of medical care.
- 10 2. In consideration of the mutual covenants and agreements herein contained,
11 COUNTY agrees:
- 12 a. To maintain all facilities and equipment necessary to practice med-
13 icine under this agreement.
- 14 b. To pay PHYSICIAN for services rendered under the terms and conditions
15 of this agreement the monthly sum of \$3,466.00. Such amount shall
16 constitute full compensation for PHYSICIAN services under this agree-
17 ment. Such payments shall be made by COUNTY monthly upon submission
18 of a claim to COUNTY, countersigned and approved by the Director of
19 Public Health or his designee. COUNTY agrees to process claim and
20 issue a warrant to PHYSICIAN within a reasonable time.
- 21 c. To assist PHYSICIAN, whenever necessary and within COUNTY's ability,
22 by providing assistance in complying with the terms and conditions of
23 this agreement, e.g., maintaining license, obtaining DEA certification,
24 etc.
- 25 d. To provide insurance, insuring PHYSICIAN for damages because of injury
26 or death sustained by any person arising out of actual or alledged mal-

1 practice, error, or mistake in rendering or failing to render profess-
2 ional services pursuant to this agreement, with policy limitations of
3 \$1,000,000 for each occurrence and \$6,000,000 aggregate. Said insur-
4 ance shall be null and void where acts of gross negligence or willful
5 intent to do harm are committed.

- 6 e. To employ all personnel and be solely responsible for their salary and
7 fringe benefits.

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8 3. It is mutually agreed as follows:

- 9 a. Any notice to be given PHYSICIAN may be given personally or by de-
10 positing the same in the United States mail, postage prepaid, and add-
11 ressed to him at his last known mailing address, or at East Yolo Health
12 Services Center, 350 "C" Street, Broderick, California 95605.
- 13 b. In the performance of the work, duties, and obligations devolving upon
14 PHYSICIAN under this contract, PHYSICIAN is at all times acting and per-
15 forming as an independent contractor practicing his profession of
16 physician and surgeon. COUNTY shall not have nor exercise any control
17 or direction over the methods by which PHYSICIAN shall perform his work
18 and function, except that PHYSICIAN does by this agreement agree to per-
19 form his work and functions at all times in strict accordance with
20 currently approved methods and practices in his profession and that the
21 sole interest of COUNTY is to assure that said work and functions shall
22 be performed and rendered in a competent, efficient, and satisfactory
23 manner.
- 24 c. It is agreed and PHYSICIAN makes the following statement of contract
25 status for himself and for the purpose of facilitating reimbursement under
26 Title XVIII and Title XIX of the Social Security Act, as amended, and

otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the County of Yolo to provide medical care as requested by the Director of Health.

d. Non-Discrimination: Patients shall be accepted for care regardless of ability to pay and without discrimination as to race, color, creed, sex, religion, or natural origin. Micro Fiched

e. No Terms not Included: This contract contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind either of the parties hereto.

f. Non-Assignment: This contract and the rights and obligations hereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.

g. Term of Contract: The term of this contract shall be on a year-to-year basis beginning July 1, 1978 and ending June 30, 1979. This contract may be terminated by giving sixty (60) days written notice by one party to the other.

IN WITNESS WHEREOF, COUNTY has caused this agreement to be executed and its seal to be hereunder affixed by its officers thereunto duly authorized and PHYSICIAN has executed this agreement by hereunto setting his hand as of the day and year first above written.

COUNTY OF YOLO, a political subdivision
of the State of California

Arthur D. Smalley
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY *Laurence P. Henigan*
(SEAL) DEPUTY

Dr. J. Early
PHYSICIAN *MS*

(1)

AGREEMENT NO. 78-194

THIS AGREEMENT made and entered into this 18th day
of July, 1978, by the GOLDEN EMPIRE HEALTH
SYSTEMS AGENCY, a Joint Powers Authority, and the
Yolo County Health Council Sub-Area Council.

Micro Fiched

FILED

JUL 21 1978

W I T N E S S E E:

LAURENCE P. HENIGAN, Clerk
By [Signature]
Deputy

WHEREAS, Golden Empire Health Systems Agency has
received certain funds for purposes of providing local
health council functions;

WHEREAS, the Yolo County Health Council Sub-Area Council
is charged with the responsibility of providing input and
recommendations to Golden Empire Health Systems Agency.

NOW, THEREFORE, IT IS AGREED as follows:

1. Golden Empire Health Systems Agency shall pay the
amount of \$ 600.00 to the Yolo County Health Council
Sub-Area Council for performing basic health council acti-
vities.

2. The Yolo County Health Council Sub-Area Council
shall use the funds received from Golden Empire Health
Systems Agency pursuant to this agreement for the purpose
of providing support services, including secretarial ser-
vices or personnel as necessary, supplies and operating
expenses, and such other expenses as may be reasonable for

the purpose of assisting the Health Council in carrying out its functions as authorized by Federal and State law, County Charter and the Joint Exercise of Powers Agreement establishing Golden Empire Health Systems Agency.

3. Golden Empire Health Systems Agency will reimburse for Health Council expenses or pay vendors directly upon receipt of claims authorized by the Health Council. Micro Fiched

4. Prior to July 31, 1979, the Yolo County Health Council Sub-Area Council shall provide to Golden Empire Health Systems Agency an accounting of how the monies paid to this agreement have been expended.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the date above mentioned.

GOLDEN EMPIRE HEALTH SYSTEMS AGENCY,
a Joint Powers Authority

By

Charlene Harrington

Executive Director
Charlene Harrington, Ph.D.

Yolo County Health Council

SUB-AREA COUNCIL

By

Arthur H. Edmonds

Arthur H. Edmonds, Chairman
Board of Supervisors



● **FILED**

JUL 25 1978

LAURENCE P. HENIGAN, Clerk

By: *Barbara Rodgers*
Deputy

1 AGREEMENT NO. 78- 195

2 (Agreement Amending Land Use Contract)

3 THIS AGREEMENT dated this 25th day of July, 1978,
4 by and between the COUNTY OF YOLO (hereinafter referred to as
5 "COUNTY"), and JEAN P. IRISSARRY, BOX 299, DIXON, CALIFORNIA, 95620,
6 (hereinafter referred to as "SUCCESSOR"),

7 W I T N E S S E T H

Micro Fiched

8 RECITALS:

9 1. COUNTY and NAVE BROTHERS, A PARTNERSHIP, entered into a Land
10 Use Contract, Yolo County Agreement No. 78-68, which was recorded in
11 the Office of the County Recorder of COUNTY in Book 1293 of Official
12 Records at Page 626.

13 2. SUCCESSOR is the successor in interest of said Land Use Contract
14 designated therein as OWNERS and is bound by the terms and conditions
15 thereof.

16 3. SUCCESSOR and COUNTY desire to amend the provisions of said Land
17 Use Contract so as to provide for the sending of notices pursuant to said
18 agreement to SUCCESSOR herein.

19 AGREEMENTS:

20 1. SUCCESSOR hereby acknowledges and agrees to be bound by all the
21 terms and conditions and obligations of said Land Use Contract No.
22 78-68.

23 2. All notices to be given to the OWNER under said Land Use Contract
24 shall be given to SUCCESSOR herein by delivery personally in writing or
25 by depositing the same in the United States Mail, postage prepaid,
26 addressed as set forth above.

1 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this
2 agreement the day and year first above written.

3 COUNTY OF YOLO, a political subdivision of
4 the State of California

5 By: Arthur H. Edwards

6 CHAIRMAN OF THE BOARD OF SUPERVISORS
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 Micro Fiched

9 SUCCESSOR

10 John P. Trissarry
11 LEAN P. TRISSARRY, SUCCESSOR

12 ATTEST:

13 LAURENCE

14 HENIGAN, CLERK

15 By: Barbara Anderson

16 Deputy

17 (SEAL)

1 STATE OF CALIFORNIA)
COUNTY OF YOLO)

2 On 7-25-78, 1978, before, the undersigned County
3 Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS,
4 known to me to be the Chairman of the Board of Supervisors of the County
5 of Yolo, and also known to me to be the person who executed said document
6 on behalf of the County of Yolo, and acknowledged to me that the County
7 of Yolo executed the within instrument pursuant to a resolution of its
8 Board of Supervisors. Micro Fiched

9 WITNESS my hand and official seal the day and year first above
10 appearing.

11 LAURENCE P. HENIGAN

12 LAURENCE P. HENIGAN, YOLO COUNTY CLERK

13 By *Balmina Rodriguez, Deputy*

TO 1944 CA (8-74)

(Individual)

STATE OF CALIFORNIA

COUNTY OF Solano } SS.

On June 28, 1978

before me, the undersigned, a Notary Public in and for said
State, personally appeared Jean P. Irrissarry

to be the person whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature

Elizabeth S. Crawford
Elizabeth S. Crawford



TITLE INSURANCE
AND TRUST

ATCOP COMPANY



OFFICIAL SEAL
ELIZABETH S. CRAWFORD
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SOLANO
My Commission Expires Dec. 15, 1981

(This area for official notarial seal)

FILED

JUL 25 1978

LAURENCE P. HENIGAN, Clerk

By: *Barbara Rodgers*
Deputy

AGREEMENT NO. 78-196

(Agreement Amending Land Use Contract)

THIS AGREEMENT, dated this 25th day of July, 1978,
by and between the COUNTY OF YOLO (hereinafter referred to as
"COUNTY"), and MARY LYNN ANDERSON and MARSHA ELAINE BAKER (herein-
after referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and JULIA CATHRYNE McNEIL BIRCH entered into a Land
Use Contract, Yolo County Agreement No. 70-521, which was recorded
in the Office of the County Recorder of the County of Yolo in
Book 961 of Official Records at Page 248.

2. SUCCESSOR is the successor in-interest of said Land Use
Contract designated therein as OWNERS and is bound by the terms and
conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said
Land Use Contract so as to provide for the sending of notices
pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all
the terms and conditions and obligations of said Land Use Contract
No. 70-521.

2. All notices to be given to the OWNER under said Land Use
Contract shall be given to SUCCESSOR herein by delivery personally
in writing or by depositing the same in the United States mail,
postage prepaid, addressed as set forth above.

1 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this
2 agreement the day and year first above written.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 Arthur H. Thompson
6 CHAIRMAN OF THE BOARD OF SUPERVISORS
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 SUCCESSOR Micro Fiched

9 Mary Lynn Anderson
10 MARY LYNN ANDERSON

11 Marsha Elaine Baker
12 MARSHA ELAINE BAKER
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26

1 STATE OF CALIFORNIA)

2 COUNTY OF YOLO)

3 On 7-25-78, 1978, before me, the undersigned
4 County Clerk of the County of Yolo, personally appeared ARTHUR H.
5 EDMONDS, known to me to be the Chairman of the Board of Supervisors
6 of the County of Yolo, and also known to me to be the person who
7 executed said document on behalf of the County of Yolo, and
8 acknowledged to me that the County of Yolo executed the within
9 instrument pursuant to a resolution of its Board of Supervisors.

10 WITNESS my hand and official seal the day and year first
11 above appearing.

LAURENCE P. HENIGAN Micro Fiched

12
13 LAURENCE P. HENIGAN, COUNTY CLERK
by *Barbara Rodgers, Deputy*

14 STATE OF CALIFORNIA)

15 COUNTY OF YOLO)

16 On this May 19, 1978, before me, the undersigned
17 Notary Public in and for the said county and state, personally
18 appeared MARY LYNN ANDERSON and MARSHA ELAINE BAKER, known to me to
19 be the persons whose names are subscribed to the within instrument
20 and acknowledged to me that they executed the same.

21 Dated this 19 day of May, 1978.

22 *Kathy Ann Dunn*
23 NOTARY PUBLIC



RECEIVED

AUG 11 1978

LAURENCE P. HENIGAN, Clerk

YOLO COUNTY AGREEMENT NO. 78-197

COST SERVICE CONTRACT AGREEMENT

FILED

AUG 11 1978

LAURENCE P. HENIGAN, Clerk

By _____
Deputy

By Debra Carley
Deputy

THIS AGREEMENT, made and entered into this 25th day of July 19 78, at Sacramento, County of Sacramento, State of California, by and between the STATE PERSONNEL BOARD, through its duly appointed, qualified and acting Executive Officer or his authorized representative, hereinafter called the Board, and the COUNTY OF YOLO, hereinafter called the Local Agency.

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WITNESSETH

That the parties, for and in consideration of the covenants, conditions, agreements, and stipulations expressed, and pursuant to authority contained in Section 18707, Government Code, hereby agree to the conditions as found in attached "Cost Services Contract Rules and Procedures" marked as Exhibit A and "Written Examination Price List" marked as Exhibit B which are incorporated herein by reference and made a part hereof. Exhibit B may be amended by the Board from time to time without renegotiating the contract.

Further, the parties agree that the Board shall, as a normal course of action, submit invoices covering those services rendered during a calendar month and the Local Agency agrees to pay such invoices within thirty days following receipt thereof.

The provisions of the attached Fair Employment Practices Addendum, Standard Form 3 (4/65), are incorporated by reference and made a part of this contract.

The term of the contract commences 9/1/78 and terminates 8/31/81. This contract may be terminated by either party upon giving the other party 30 days written notice of termination.

In the event of termination, the Board will be paid such amount as is due under the contract to and including the effective date of termination.

STATE PERSONNEL BOARD

By *James E. Hunter*
Manager, Cooperative Personnel Services
Title

LOCAL AGENCY

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YOLO COUNTY

Name of Agency

By *Arthur N. Schmitt*
Name
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
Title

5/16

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By *Robert A. Mack*
DEPUTY COUNTY COUNSEL

f. Administration of Test and Return of Test Materials.

The Local Agency shall administer the examination in accordance with instructions provided by the Board and immediately following the examination will return to the Board all used and unused examination booklets, keyed booklets, scoring keys, instructions, and any other materials furnished by the Board and not consumed (except that in such cases as provided in paragraphs 1(i), 1(j), and 1(m) time extensions may be granted by the Board).

g. Re-Use of Test Material.

The Local Agency requesting test material for use on a specific date will not be allowed to re-use the tests on another date without prior permission of the Board.

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h. Scoring of Tests.

At the discretion of the Local Agency, the responsibility for the scoring of tests may be delegated to the Board. In such cases, the Board will score the answer sheets and report the results, together with a recommended qualifying score, to the Local Agency within 14 working days after the answer sheets are returned to the Board, provided that in unusual circumstances involving large numbers of competitors or unforeseen difficulties in administration of the test, the Board may extend the period for receipt of results.

i. Test Papers Inspection Under Local Agency Policy.

If the Local Agency has an officially adopted rule or established policy regarding candidates' privilege of inspecting a keyed copy of an examination or answer sheets following the examination, and this rule or policy has been submitted in writing to the Board at least 10 days prior to the first examination scheduled under this agreement for which such inspection is desired, the Board will comply with the inspection privileges as officially recognized by the Local Agency except that no inspection shall be allowed for standardized test materials, or tests preduplicated as form tests or semi-form tests, or of questions not scored by an absolute standard. During key inspection a representative of the Local Agency personnel or administrative office will be present to assure that no candidate takes away with him any notes regarding a test question. Upon request of the Local Agency and when submitted in writing by a candidate who participated in the examination, the Board will analyze protests resulting from such review and recommend the action to be taken by the Local Agency.

j. Test Papers Inspection Under Board Policy.

If the Local Agency has no officially adopted rule or established policy regarding candidates' privilege of inspecting a keyed copy of an examination or answer sheet(s) following the examination and wishes to allow such an inspection privilege, the following policy of the Board shall govern:

COST SERVICES CONTRACT
RULES AND PROCEDURES

Section I - General Conditions

In performing the services incident to the planning, scheduling, preparation, construction and scoring of written examinations for classifications to be mutually agreed upon by the Local Agency and the Board, the following provisions shall govern:

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a. Scheduling of Examinations.

Whenever during the term of this agreement, the Local Agency desires the services of the Board in the preparation of a written examination for a job classification, the Local Agency will submit to the Board a request for such services. This request shall include examination dates and closing dates for filing applications. These dates shall be set by the Local Agency within the guidelines of the Board to allow sufficient time for examination scheduling and preparation.

b. Information to be Furnished by Local Agency.

The Local Agency shall supply the Board with a written description of the work performed in the classes for which the Local Agency desires an examination prepared, including a statement of the minimum and/or desirable qualifications and the salary of the class.

c. Notification of Number of Competitors.

Immediately after the closing date for filing applications, but not less than 10 working days prior to the examination date, the Local Agency will notify the Board of the total number of competitors in each classification.

d. Preparation of Test Materials.

The Board shall construct a written examination, based on the information furnished by the Local Agency, for each job classification for which an examination has been requested by the Local Agency and agreed upon by the Board.

e. Transmittal of Test Materials.

The Board shall transmit to the Local Agency sufficient examination booklets, instructions for administering the examination and such other material as the Board may deem necessary.

1. Key Inspection. Inspection of a keyed copy of the examination question book, which is for the purpose of requesting a review of such items as the candidate may believe are incorrect or improperly keyed, will be allowed for the five working days immediately following an examination, providing this has been requested by the Local Agency at least 10 days prior to the examination. The inspection time allowed a candidate will not exceed one-half the amount of time originally allowed to answer the question during the administration of the examination. During key inspection a representative of the personnel or administrative office of the Local Agency will be present to assure that the candidate takes no notes of any kind regarding any test materials. Upon request of the Local Agency and when submitted in writing by a candidate who participated in the examination, the Board will analyze protests resulting from such review and recommend the action to be taken by the Local Agency.

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2. Answer Sheet(s) Inspection. Inspection of a candidate's answer sheet(s), which is for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets, shall be allowed for a 14-calendar-day period immediately following the notification to the candidate of examination results. Upon request, the Board will return the candidate's answer sheet(s) after scoring and a copy of a keyed answer sheet(s) to the Local Agency. Candidates are not allowed to review the question booklet during this inspection period. Not more than one hour will normally be allowed for answer sheet(s) review, during which time a representative of the personnel or administrative office of the Local Agency shall be present to assure that no changes or marks of any kind are made by the candidate on his answer sheet(s) or the keyed answer sheet(s).
3. Certain Tests Not to be Open for Key Inspection. Standardized tests, and tests preduplicated as form tests and semi-form tests, and questions not scored by an absolute standard will not be available for keyed copy inspection nor may candidates be allowed to review copies of these tests at any time.

k. Retention of Test Material by the Board.

The Board shall, if requested by the Local Agency, retain the completed question booklets or answer sheet(s) for such reasonable period of time as the Local Agency's rules may prescribe.

1. Agency Responsibilities

The Agency shall perform all parts of the examination process, the performance of which has not specifically been requested of and agreed to by the Board, and shall assume responsibility for the conformity of the examination process to any applicable laws, rules, or ordinances and for the examination as a whole. Under the selection guidelines of the Equal Employment Opportunity Commission and the California Fair Employment Practices Commission, the Agency as test user is responsible for the results of the selection process and must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.

The Agency agrees to hold harmless the Board, its officers, agents, and its employees from, and to indemnify the Board, its officers, agents, and its employees from, any damages or liability which may arise from the use by the Agency of any examination or selection procedure which is the subject of this agreement.

m. Extended Usage

If the Local Agency wishes to administer examinations on a continuous basis for certain mutually agreed upon classes, the Board may, in its discretion, supply the examination booklets, a scoring key and instructions for extended usage. Extended usage is defined as the Local Agency's retention of examination booklets and instructions after their initial administration for the purpose of readministering them. The Local Agency will score such examinations.

n. Security of Test Material

All test materials supplied by the Board under this agreement shall be and remain the property of the Board, and shall be held and stored in a manner that will prevent unauthorized persons from having access to it. The Agency agrees to be responsible for the security of all test materials supplied to the Agency and agrees to reimburse the Board for a portion or all of the replacement costs, as determined by the Board, for test materials that are lost or whose value for testing purposes, in the opinion of the Board, may have been destroyed while said test materials were subject to the custody of the Agency. Question booklets shall not be duplicated nor test questions copied by the Agency, under any circumstances.

If any test material obtained from the Board should become involved in legal proceedings by a court or other body vested with legal authority, the Agency will take appropriate measures to safeguard the confidentiality of the test material including answer sheets such as by motion for protective order.

o. Examination Charges

In consideration of the performance by the Board of the testing services specifically described in this Exhibit, the Agency agrees to reimburse the Board in accordance with "Written Examination Price List" (Exhibit B).

p. Canceled or Postponed Examinations

Agencies may be billed for work done on a canceled or postponed examination up to the time the Board is notified of such action. Under certain circumstances, credit may be given for work already performed if the test is rescheduled.

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Section II - Special Services

Upon the request of the Local Agency, the Board, in its discretion, shall supply any or all of the following special services:

- a. Advice and assistance on examining procedures and problems.
- b. Preparation and distribution of examination publicity.
- c. Distribution, receipt, and appraisal of applications.
- d. Preparation, administration and scoring of essay, problems and performance tests.
- e. Advice on and conduct of oral interviews.
- f. Preparation of eligible lists.
- g. Preparation of special information or affidavits regarding examinations provided, including giving of depositions and presentations in court required by legal action arising from use of any Board examination.
- h. Other technical personnel services.

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Cooperative Personnel Services

EXAMINATION PRICE LIST

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STOCK TEST COST*

<u>Number of Candidates Scheduled</u>	<u>Schedule A (CPS scored and tabulated)</u>	<u>Schedule B (Scored by Local Agency)**</u>
1 - 10	\$ 105 minimum charge	\$ 95 minimum charge
11 - 100	\$ 105 plus \$1.85 per candidate over 10	\$ 95 plus \$1.50 per candidate over 10
101 - 200	\$ 272 plus \$1.40 per candidate over 100	\$ 230 plus 90¢ per candidate over 100
201 or more	\$ 412 plus 70¢ per candidate over 200	\$ 320 plus 50¢ per candidate over 200

CUSTOM TEST COST***

<u>Number of Candidates Scheduled</u>	<u>Schedule A (CPS scored and tabulated)</u>	<u>Schedule B (Scored by Local Agency)***</u>
1 - 10	\$ 270	\$ 260
11 - 100	\$ 270 plus \$1.85 per candidate over 10	\$ 260 plus \$1.50 per candidate over 10
101 - 200	\$ 436 plus \$1.40 per candidate over 100	\$ 395 plus 90¢ per candidate over 100
201 or more	\$ 576 plus 70¢ per candidate over 200	\$ 485 plus 50¢ per candidate over 200

*New entry police and firefighter tests resulting from the current CPS studies will be on a higher price schedule, to be announced when the tests become available. Agencies participating in the studies will be entitled to these tests at substantially lower rates than non-participants.

**Charges for stock tests used by an agency for extended usage shall be computed at the regular stock test rate plus \$200 per year. Please refer to our Guide to Selection Services.

***The charge for extended usage of custom examinations is \$40 per month. This charge is in addition to the schedule charge for the first usage of the examination. Please see our Guide to Selection Services.

****See paragraph 3b under Special Services on page 2.

SPECIAL SERVICES

Our listed examination prices cover the costs of normal examination preparation services. Services beyond the normal scope could result in additional charges. Examples of such services would include:

1. The preparation of specialized material or revision of existing materials which can be utilized in one agency only; for example, material covering local building codes, and individual department rules and regulations. Micro Fiched
2. Research and analysis of candidate appeals, at a cost of \$20 for each appeal denied. (If an item is found to be faulty, Cooperative Personnel Services will absorb the cost of analyzing and responding to the appeal.)
3. An unusually high amount of technical or clerical staff time being spent to meet an agency's examining need. Several examples are:
 - a. Agencies requesting they be sent review copies of custom test segments will be charged \$1.75 per 15-item segment. The charge can be waived for agencies making significant contributions to the quality of custom test items sent for the test by sourcing items, rewriting outdated items and writing new test items.
 - b. Agencies requesting a lengthy custom written test (120 or more test items) will be charged for actual costs for typing time exceeding four hours.
 - c. Agencies which call in higher candidate counts after the originally estimated number of test booklets has been duplicated and assembled, will be charged for actual costs for any additional press work required to meet the higher candidate count.
4. The payment of such proctor services and arrangements for out-of-town test administration as might be requested of Cooperative Personnel Services.
5. The cost of general consultation on selection systems and other services not directly related to a specific examination.
6. Scoring of problem and essay type questions.
7. Preparation of special information regarding the content, coverage or validity of the examination provided, preparation of affidavits, giving of depositions and preparation for and appearance in court which is required in connection with any legal action pertaining to the use of any examination provided by the Board.

Revised 5/27/77

Note: State and Federal selection guidelines indicate the employer is responsible for the results of the selection process and must be prepared to demonstrate that the process is validated for their specific jobs and meet other selection standards if it adversely affects minority or women applicants protected by EEO laws and guidelines. Consequently CPS cannot assume either the legal responsibility or the cost for litigation or substantive complaints arising from local agency use of CPS test materials.

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CANCELED OR POSTPONED EXAMINATIONS

Agencies may be billed for work done on a canceled or postponed examination up to the time we are notified of such action. Under certain circumstances, credit may be given for work already performed if the test is rescheduled.

PERFORMANCE TESTS

An additional charge of \$4.00 per candidate is assessed for scoring typing performance tests, and \$4.00 per candidate for scoring stenographic performance tests.

Prices of other performance test materials and services vary, depending upon the needs of the local agency. For specific information please contact one of our offices.

COMMON BOOK

Charges for "Common Book" custom examinations will be: full cost for the base examination, plus half cost for the added class(es). A "Common Book" examination is one prepared for successive classes in a series (such as Associate and Senior Engineer). All competitors take the base examination; only competitors for the higher level take the last several segments.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

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2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

CALIFORNIA STATE PERSONNEL BOARD
COOPERATIVE PERSONNEL SERVICES

GOVERNMENTAL AGENCIES PROVIDED EXAMINATION
SERVICES BY COOPERATIVE PERSONNEL SERVICES

July 1975 - June 1976

CITIES

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Adelanto	Daly City	Laguna Beach	Pacific
Alameda	Davis	La Habra	Palo Alto
Albany	Downey	La Mesa	Paramount
Alhambra		La Puente	Pasadena
Anaheim	El Cajon	Livermore	Paso Robles
Antioch	El Cerrito	Lodi	Petaluma
Arcadia	El Monte	Lompoc	Pico Rivera
Arcata	El Segundo	Los Altos	Piedmont
Atwater	Escondido	Lynwood	Pinole
	Eureka		Pismo Beach
Bakersfield	Fairfax	Madera	Pittsburg
Banning	Fairfield	Manhattan Beach	Placencia
Belmont	Fontana	Manteca	Pleasant Hill
Berkeley	Fountain Valley	Martinez	Pleasanton
Bishop	Fremont	Marysville	Pomona
Blythe	Fresno	Merced	Porterville
Brea	Fullerton	Millbrae	
Brisbane		Milpitas	Red Bluff
Burlingame	Gardena	Modesto	Redondo Beach
	Garden Grove	Menrovia	Redwood City
Campbell	Gilroy	Montclair	Reedley
Capitola	Glendale	Montebello	Rialto
Carlsbad	Glendora	Monterey	Richmond
Carpinteria	Grass Valley	Monterey Park	Ridgecrest
Carson		Morgan Hill	Riverbank
Ceres	Half Moon Bay	Morro Bay	Riverside
Chico	Hanford		Rohnert Park
Chino	Hayward	Napa	Roseville
Chula Vista	Healdsburg	National City	
Claremont	Huntington Beach	Newark	Sacramento
Clovis		Newport Beach	Salinas
Coachella	Inglewood	Novato	San Bernardino
Colton	Indio		San Bruno
Compton	Irvine	Oceanside	San Carlos
Concord	Imperial Beach	Ojai	San Clemente
Corona		Oakland	San Diego
Coronado		Ontario	San Dimas
Corte Madera		Orange	
Costa Mesa		Oroville	
Covina		Oxnard	
Culver City			
Cypress			

CITIES - Contd.

San Francisco City & Co.
San Gabriel
Sanger
San Jose
San Leandro
San Luis Obispo
San Mateo
San Pablo
San Rafael
Santa Ana
Santa Barbara
Santa Clara
Santa Fe Springs
Santa Monica
Santa Rosa
Sausalito
Scotts Valley
Seal Beach
Seaside
Sebastopol
Selma
Sierra Madre
Simi Valley
Soledad
South Lake Tahoe
South San Francisco
Stanton
Stockton
Suisun City
Sunnyvale

Taft
Tiburon
Torrance
Tracy
Turlock
Tustin

Ukiah
Union City
Upland

Vacaville
Vallejo
Ventura
Victorville

Walnut Creek
Watsonville
West Covina
Westminster
Whittier
Woodland

Yreka
Yuba City

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COUNTIES

Alameda

Butte

Contra Costa

El Dorado

Fresno

Humboldt

Inyo

Kern

Kings

Los Angeles

Madera

Marin

Mariposa

Merced

Monterey

Napa

Orange

Placer

Plumas

Riverside

Sacramento

San Bernardino

San Diego

San Luis Obispo

San Mateo

Santa Barbara

Santa Clara

Santa Cruz

Shasta

Siskiyou

Solano

Stanislaus

Sutter

Trinity

Tulare

Ventura

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SCHOOL DISTRICTS

Antioch Unified School District
Benicia Unified School District
Cabrillo College
California State University, Bakersfield
California State University, Northridge
California State University, Sacramento
Castro Valley Unified School District
Charter Oaks Unified School District
Compton Community College District
Compton Unified School District
Conejo Valley Unified School District
Covina Valley Unified School District

Del Norte County Unified School District
Desert Sands Unified School District

El Dorado County Office of Education

Fremont Unified School District

Goleta Union School District

Hayward Unified School District
Humboldt State University

Long Beach Unified School District
Los Angeles County Superintendent of Schools
Lynwood Unified School District

Martinez Unified School District
Modesto City Schools
Montebello Unified School District
Moreland School District
Morgan Hill Unified School District
Morongo Unified School District

Napa Valley Unified School District
New Haven Unified School District

Ontario-Montclair School District

Pasadena Community College District
Pasadena Unified School District
Petaluma City Schools
Pittsburg Unified School District

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SCHOOL DISTRICTS - Contd.

Rialto Unified School District
Richmond Unified School District
Roseville Joint Union High School District

San Bernardino City Unified School District
San Jose Community College District
San Luis Coastal Unified School District
Santa Clara County Office of Superintendent of Schools
Simi Valley Unified School District
South Bay Union High School District
South San Francisco Unified School District
Sunnyvale School District

Torrance Unified School District

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University of California, Berkeley
University of California, San Jose
University of California, Santa Cruz

Ventura County Community College District
Victor Valley Community College District

Walnut Creek School District
West Valley College District

Yuba Community College District

SPECIAL DISTRICTS AND OTHER GOVERNMENTAL AGENCIES

Arcade Fire District
Arden Fire District
Bay Area Rapid Transit District
Big Bear Lake Fire Protection District
Carmichael Fire District
Castro Valley Sanitary District
Central Valley Fire Protection District
Cherryland Fire District
Chino Rural Fire Protection District
Danville Fire Protection District
Eden Consolidated Fire District (Castro Valley Fire District) Micro Fiched
Encinitas Fire Protection District
Fair Oaks Fire District
Florin Fire Protection District
Foothill Fire District
Humboldt No. 1 Fire Protection District
Kensington Fire District
Lake Arrowhead Fire Protection District
Lawrence Livermore Laboratory
Livermore Area Recreation and Park District
Los Medanos Community Hospital
Montezuma Fire Protection District
North Highland Fire District
Novato Fire Protection District
Rancho Cordova Fire District
Rio Linda Fire District
Sacramento Municipal Utility District
Salinas Rural Fire District
San Pablo Sanitary District
Santa Clara Co. Central Fire Protection District
Santa Clara Valley Water District
Tiburon Fire Protection District
Vallejo Sanitation and Flood Control District
Valley Community Services District
West Sacramento Sanitary District
Woodbridge Fire Protection District
Yucca Valley Fire Protection District

SAMPLE RESOLUTION

Excerpt from the minutes of the _____
meeting held _____ (exact legal title of Governing Body)
(month-day-year)

On the recommendation of _____ (name and title)
it was moved by _____ (name and title)
and seconded by _____ (name and title)
that _____ (name of staff member)
_____ (title of staff member)

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be authorized to enter into and sign an agreement with the State of
California, California State Personnel Board, Cooperative Personnel
Services Division, for the purpose of performing examining services for
the _____
(exact legal title of jurisdiction)

The motion was carried, as indicated: Ayes _____ Noes _____ Absent _____

I certify that this is a true copy of a portion of the minutes of the
_____ (exact legal title of Governing Body)
of the _____ (exact legal title of jurisdiction)
dated _____
(month-day-year)

ORIGINAL SIGNATURE

(Name and title of Board Secretary
or other authorized person)

XX

Essential elements of the required Resolution are:

- (1) Exact legal titles, and exact dates.
- (2) Statement authorizing the agreement between the Governing Body and the State of California.
- (3) Brief statement of the service(s) to be performed under contract.
- (4) Name and title of person authorized by the Governing Body to execute the agreement.
- (5) Certification by the Secretary or other authorized person that a true copy of the Resolution has been provided.

STATE PERSONNEL BOARD
Cooperative Personnel Services

INSTRUCTIONS

For the Completion of Standard Term Contracts and Resolutions
Authorizing Work to be Performed by Cooperative Personnel Services

Duration of Contract

The contract period can extend for a maximum three year period or for only one or two years as your agency desires.

Resolution Providing Authorization of the Contract
and Authority to Sign

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If you wish to enter into a contract with the State Personnel Board, two elements in addition to the signed contract are required by our legal division. These are:

- | | |
|---|---|
| (1) an action of your governing board approving the entering into a contract for the performance of technical personnel services; and |) On the reverse side we have provided a sample of a Board Resolution |
| (2) an action of your governing board authorizing a person to sign the contract in their behalf. NOTE: THE PERSON AUTHORIZED BY YOUR GOVERNING BOARD MUST BE MENTIONED IN THE BOARD RESOLUTION BY NAME AND TITLE. |) |

Certified copies of both these actions (or they may be combined into one action) must be attached to each copy of the contract. (Please refer to the other side of this form for a sample resolution.)

Corrections or Changes

Any additions, deletions or changes in the printed contract must be initialed on each copy by the person authorized by your governing board to sign the contract.

Return of Executed Contract

After your agency has affixed the authorized signature and attached the required certified copies of governing board actions, send the contracts to us. They will then be signed by the Executive Officer of the State Personnel Board or his authorized representative. Certain contracts also require approval of the State Department of Finance. Upon final execution, we will return a signed copy or copies to you for your files.

YOLO COUNTY AGREEMENT NO. 78-198

FILED

AUG - 9 1978

LAURENCE P. HENIGAN, Clerk
By *Richard R. Redger*
Deputy

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day
of July, 1978, by and between

TEICHERT CONSTRUCTION

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

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W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

the A.C. overlay of portions of various County Roads and
Streets

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

Omnibus Contract No. 13

(Plan Index No. NA) (WO #4297 & 5271)

Approved May 12, 1978 (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

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ARTICLE II - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of the Notice to Proceed and for its completion
to be within thirty (30) working days next after
the date of the Notice to Proceed; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and hereby
contracts to pay the same at the time, in the manner and upon
the conditions above set forth; and the County and the Contractor
for themselves, their heirs, executors, administrators,
successors and assigns, do hereby agree to the full performance
of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor,
I certify that I am aware of the provisions of Section 3700 of
the Labor Code which require every employer to be insured against
liability for workmen's compensation or to undertake self-
insurance in accordance with the provisions of that code, and I
will comply with such provisions before commencing the perfor-
mance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in
accordance with the provisions of the California Labor Code, that
the Board of Supervisors of the County of Yolo has ascertained
the general prevailing wage rates applicable for the work to
be done, and that said prevailing wage rates are as specified
in the Notice to Contractors as being adopted by the Board of
Supervisors in that certain resolution which resolution is
hereby referred to for a statement of said rates and said rates
are incorporated herein by this reference as governing the
minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

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Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
	<u>BASE BID</u>			
1	Clearing & Grubbing	LS	L.S.	\$ 1,060.00
2	Aggregate	4,975 T.	16.20	80,595.00
3	Paving Asphalt	328.84 T.	16.20	5,327.20
4	Asphaltic Emulsion	10.4 T.	250.00	2,600.00
	TOTAL BASE BID			89,582.20
	<u>SUPPLEMENTAL BID</u>			
5	Adjustment Sanitary Manholes	24 Ea.	<u>Not included</u>	<u>Not included</u>

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

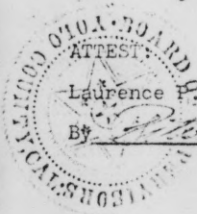
Micro Fiched

APPROVED:

R. M. East
(County Counsel)
Deputy 8-9-78

COUNTY OF YOLO

BY *W. H. [Signature]*
Chairman of the Board of
Supervisors



Laurence P. Henigan, Clerk

BY *P. E. Lucas*, Deputy

BY TEICHERT CONSTRUCTION

Glenn V. Waters
Glenn V. Waters
District Manager

F. O. Box 150
Woodland, Calif. 95696
Contractor & Address



Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 8

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY

SUB-GRANT APPLICATION

SUB-GRANTEE SIGNATURE SHEET

CLTA TITLE VI AGREEMENTAGREEMENT NO. 78-199

FILED

AUG 22 1978

LAURENCE P. HENIGAN, Clerk

By

LAURENCE P. HENIGAN, Clerk

By Arthur H. Edmonds
Deputy

Sub-Grantee Name

East Yolo Community Services District (Project #148)

Address

1951 South River Road

City

West Sacramento, CA

Phone:

371-5132

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Program Director

1. Amount of funds allocated per this sub-grant is \$ 17,282.2. Grant period begins 7-25-78 and ends 9-30-78

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

EAST YOLO COMMUNITY SERVICES DISTRICT
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

(Signature of Authorized Officer)

Walter Gibson

WALT GIBSON

(Typed Name and Title of
Authorized Officer)

Acting General Manager/Secretary
Board of Directors,
East Yolo Community Services District

Arthur H. Edmonds

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

Arthur H. Edmonds

DEPUTY

1 AGREEMENT NO. 78-199

2 (CETA TITLE VI PUBLIC SERVICE
3 PROJECT AGREEMENT)

4 THIS AGREEMENT made and entered into this 1st day of
5 August, 1977, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the East Yolo Community Services
8 District (Project #148)

9 hereinafter referred to as SUBGRANTEE,

Micro Fiched

10 W I T N E S S E T H :

11 1. SUBGRANT. This agreement sets forth the terms and conditions
12 of a subgrant between PROGRAM AGENT and SUBGRANTEE for the
13 title VI Public Service Project. This subgrant agreement con-
14 sists of the following:

15 A. This Agreement.

16 B. Signature sheet.

17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.

19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.

21 E. PROJECT PROPOSAL, attached hereto as Exhibit "C" herein.

22 F. General and Special Assurances attached hereto as Exhibit
23 "D" herein.

24 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and pro-
25 per as determined by PROGRAM AGENT perform the services des-
26 cribed in the application and program narrative in accordance
27 with the time schedule, budget, and number of persons to be
28 served set forth in the proposal, which proposal is attached
29 hereto is Exhibit "C" and incorporated herein by reference.

30 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
31 able and necessary costs incurred in the performance of this
32 contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the
subgrant or modifications thereof.

1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.

7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and **Micro Fiched**

12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.

16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.

21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.

23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.

29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

- A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply. **Micro Fiched**

4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee.

13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.

16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.

25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed. Micro Fiched

10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement.

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- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
-9 that of SUBGRANTEE.

10 15. PERSONNEL.

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- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
- 16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
- 21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT - Micro Fiched

9 COUNTY OF YOLO, a political subdivi-
10 sion of the State of California

11 BY Arthur J. Chumley
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13
14
15 SUBGRANTEE

16
17 Pat A. Bunn
18 Manager
19
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EAST YOLO COMMUNITY SERVICE DISTRICT
DEVELOPMENT OF NEIGHBORHOOD PARKS

<u>POSITION/TITLE</u>	<u>WAGES AND BENEFITS</u>
GROUNDS WORKER I	\$ 3,457
GROUNDS WORKER I	3,457 Micro Fiched
GROUNDS WORKER I	3,456
GROUNDS WORKER I	3,456
GROUNDS WORKER I	<u>3,456</u>
Five Positions	TOTAL COST \$ 17,282

Contract period 2½ months effective 7-25-78 through ⁹⁻³⁰⁻⁷⁸~~7-24-78.~~ *DB*

CETA TITLE II AND TITLE VIA. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. **Micro Fiched**
2. In order to insure special consideration for special and recent veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special and recent veterans. Upon request, MOVE may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card.

CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge, veterans who have been discharged within four years of application for a CETA position and **Micro Fiched** who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contact the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be completed.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's

employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and

shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, The University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public

and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

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Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is doing "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

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Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy, please do not hesitate to call me.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.
3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for

such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the

economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

Micro Fiched

EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Micro Fiched

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume.

Most important of yours are as follows:

Micro Fiched

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

Micro Fiched

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

Micro Fiched

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name DEVELOPMENT OF NEIGHBORHOOD PARKS

Organizational Name EAST YOLO COMMUNITY SERVICES DISTRICT

Organizational Address 1951 SOUT RIVER ROAD, WEST SACRAMENTO, CALIF. 95691

Telephone Number 1-916-371-5132

Director's Name MR. CARL LANDERMAN, PRESIDENT OF BOARD OF DIRECTORS

Person(s) to Contact WALT GIBSON, ACTING GENERAL MANAGER/SECRETARY

Authorized Signature *Walt Gibson*

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

Micro Fiched

State: LOCAL GOVERNMENT

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? MAINTAIN EXISTING PARKS, CUT GRASS
HELP REPAIR SPRINKLER SYSTEMS, MAINTAIN BUILDINGS (PAINT, ETC)

b. What are the expected results of this project? PROVIDE TRAINING TO
EMPLOYEES AND TO MAINTAIN THE COMMUNITY PARKS AND RECREATIONAL
FACILITIES IN A QUALITY MANNER

c. What is the Public Service provided by this project? TO PROVIDE
PARKS FACILITIES AND GREATLY NEEDED RECREATION AREAS FOR ALL
SEGMENTS OF THIS AREA

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

Specifically the activity to be accomplished will be those shown under #2 above at the following parks:

Sam Combs Park - Stone Blvd., West Sacramento
Memorial Park - 19th St., West Sacramento
Pennsylvania Park - Pennsylvania Ave., West Sacramento
Circle Park - Circle Street, West Sacramento

East Yolo Community
Services District

June 1978

GROUNDS WORKER I

Micro Fiched

DEFINITION: Under supervision, to perform routine and basic groundskeeping work in maintaining lawns and landscaped areas; and to do related work as required.

**EXAMPLES OF
DUTIES:**

Mows lawns, trims hedges; rakes grounds and picks up rubbish and paper; plants, cultivates, and irrigates lawns, flower beds, and other areas; operates power mowers and hedge trimmers; prunes and trims trees and shrubs; as directed applies fertilizers; weeds assigned areas; assists with the cleaning of sprinkler systems; maintains and performs minor repairs to gardening and grounds equipment.

**MINIMUM
QUALIFICATIONS:**

License: Possession of a Class III California operator's license issued by the State Department of Motor Vehicles.

Education: Equivalent to the completion of the eighth grade.

Experience: Six months of experience in general gardening or grounds work.

Knowledge and Ability: Familiarity with routine gardening and groundskeeping methods; familiarity with tools, materials, and equipment used in gardening and groundskeeping work; familiarity with safe work practices; ability to operate hand and power gardening tools; ability to perform general manual laboring work; ability to understand and carry out oral and written directions; ability to establish and maintain cooperative relationships with those contacted in the course of work.

SALARY: \$ 725.00 per month.

4. Budget

Total Personnel Costs (A & B)
Attach itemized fringe benefits:

\$ 69,127.55

Micro Fiched

A. Salaries and Wages \$ 46,485.00

B. Fringe Benefits \$ 22,642.55

Total funds requested (Equals total personnel costs) \$ 69,127.55

Total positions requested 5

Average cost per position requested (total budget divided by number of positions) \$ 13,825.51

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
GROUNDS WORKER I	774.75	377.38	12	13,825.51
GROUNDS WORKER I	774.75	377.38	12	13,825.51
GROUNDS WORKER I	774.75	377.38	12	13,825.51
GROUNDS WORKER I	774.75	377.38	12	13,825.51
GROUNDS WORKER I	774.75	377.38	12	13,825.51

Duration of Projection

Estimated from AUGUST 1, 1978 to SEPTEMBER 30, 1979

*Attach additional sheet if necessary.

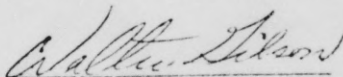
5. Geographic area to be served by the Project: EAST YOLO

(WEST SACRAMENTO, BRODERICK, BRYTE)

Micro Fiched

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐ AS TEMPORARY EMPLOYEES FOR ONE YEAR
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☐ No ☒
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐



Authorized Signature

WALTER GIBSON, ACTING GENERAL MANAGER

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

WE FEEL OUR TRAINING IS AN EXCELLENT PROGRAM. IN THE PAST MANY OF OUR BEST WORKERS HAVE BEEN C.E.T.A. EMPLOYEES, THAT WERE LATER HIRED AS PERMANENT EMPLOYEES.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

HOWARD ALLYN, THE PARKS MAINTENANCE LEADER, HAS WORKED FOR THE EAST YOLO COMMUNITY SERVICE DISTRICT SINCE AUGUST 1977. PRIOR TO THIS HE WAS EMPLOYED BY THE RANCHO CORDOVA PARK DISTRICT AND SAN JUAN SCHOOL DISTRICT. HE HAS BEEN INVOLVED IN ALL PHASES OF PARK AND SCHOOL MAINTENANCE.

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JOSEPH TAVEIRA, FIELD SUPERVISOR, HAS WORKED FOR THE DISTRICT FOR 13 YEARS AND IS WELL VERSED IN ALL ASPECTS OF GROUND MAINTENANCE AND USE OF LIGHT AND HEAVY EQUIPMENT.

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer
GEORGE KRISTOFF	RETIRED
CARL LANDERMAN	RETIRED
JOHN FREEMAN	REAL ESTATE
LOIS QUAM	
JAKE MISFELDT	RETIRED

Micro Fiched

10. a. Describe the project in detail.
- b. Describe the time frame for completing each phase of the project.
- c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

UNDER SUPERVISION, TO PERFORM ROUTINE AND BASIC GROUNDSKEEPING WORK IN MAINTAINING LAWNS AND LANDSCAPED AREAS; AND TO DO RELATED WORK AS REQUIRED.

Micro Fiched

MOWS LAWNS, TRIMS HEDGES; CULTIVATES, AND IRRIGATES LAWNS, FLOWER BEDS, AND OTHER AREAS; OPERATES POWER MOWERS AND HEDGE TRIMMERS; PRUNES AND TRIMS TREES AND SHRUBS; AS DIRECTED APPLIES FERTILIZERS; WEEDS ASSIGNED AREAS; ASSISTS WITH THE CLEANING OF SPRINKLER SYSTEMS; MAINTAINS AND PERFORMS MINOR REPAIRS TO GARDENING AND GROUNDS EQUIPMENT.

ALL OF THESE PROJECTS ARE SPREAD OVER A 12 MONTH PERIOD. WITH UTILIZATION OF THE 5 GROUNDS WORKERS I, UNDER THE DIRECT SUPERVISION OF PARK MAINTENANCE LEADER, HOWARD ALLYN.

1. MR HOWARD ALLYN PARK MAINTENANCE LEADER WILL BE IN CHARGE OF SUPERVISION OF PARK EMPLOYEES AND WILL SCHEDULE ALL WORK TO BE PERFORMED BY SAME.
2. MR. JOSEPH TAVEIRA, FIELD SUPERVISOR

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

- A) This project fulfills the need for recreation and open space areas for all of the people of East Yolo. Part of our program is to provide facilities for the elderly by providing a building and staff to have regular three-times-a-week activities. Also we have 14 existing parks that provide space for picnics, games and playgrounds for various age groups. The ball parks provide recreation not only for the ball players but also the spectators. The newly developed park facilities will require large amounts of initial first-year-effort. Once the facilities have been established, the public will have several badly needed recreation areas.

Micro Fiched

- B) One of the reasons for establishing the East Yolo Community Services District was to have a local agency to assume the responsibility for the development of public recreation areas. The District recently completed a Master Plan Study that clearly outlined the recreation needs of the people of East Yolo. Other State agencies have recognized East Yolo's need for such facilities and have awarded us grants for park development. The District's Board of Directors and the District's Parks and Recreation Citizens Advisory Committee have gathered citizen input at numerous public meetings and the District is convinced of the need for developing new recreation facilities and improving the few existing recreation facilities.
- C) The public has definitely expressed their desire for recreation facilities and the District's Master Plan for Parks and Recreation has placed each of the recreation facilities (developed with the help of the project) in Priority Classification A - the projects that East Yolo most urgently needs.

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

4 Professional

10 Skilled

3 Semi-Professional

0 Unskilled

5 Clerical

1 Semi-Skilled

TOTAL 23

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The District has a large, well supplied base facility located at 1951 South River Road, West Sacramento, that houses the District Administrative Offices and Maintenance Division. The park lands that would be maintain are in West Sacramento, with undeveloped park land in the communities of Broderick, Bryte, and West Sacramento.

The Parks Maintenance Division is well supplied with the required equipment for this project. It is therefore the logical choice for basing the project at 1951 South River Road, West Sacramento.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

As previously stated, the need for maintaining these recreation facilities is acute and well documented.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

Micro Fiched

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II	10/1/77 9/30/78	2	\$26,926.00
III			
VI	7/25/77 7/24/78	5	\$54,702.00
TOTAL			

Comments:

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Micro Fiched

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Walter Wilson
Authorized Signature

7 - 19 - 78
Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P. L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
 - c. It will comply with Title VI of the Civil Right Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
 - e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

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- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a) (6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

Micro Fiched

- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:

Micro Fiched

- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6 (a) (1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wages law (section 111(b)).
- (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a) (2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.
- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1) (B) and 205(c) (1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

- 1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
- 2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c) (6) and 604).
- 3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they

have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

Micro Fiched

C. Additional Assurance for Title II Programs

All assurances in B above apply to activities funded under Title II. In addition, the applicant will assure that:

- (1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c) (3)).
- (2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c) (20)).
- (3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c) (5)).

Micro Fiched

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

D. Additional Assurances for Title VI Programs

All assurances in B above apply to activities funded under Title VI. In addition the applicant will assure that:

- (1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a) (2) (B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a) (2)).
- (2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks and to members of a family currently qualified for Aid for Family with Dependent Children (AFDC).

E. Special Certification for State Grantee

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

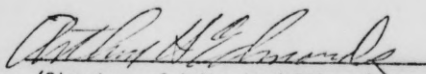
BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)

Micro Fiched


(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

7-25-78
(Date of Application)

FILED

AUG - 1978

LAURENCE P. HENIGAN, Clerk
By: *Barbara Rodgers*
Deputy

AGREEMENT NO. 78-200

(Joint Exercise of Powers Agreement for Computer Services)

THIS AGREEMENT made and entered into this 1st day of August, 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and the Yolo County Superintendent of Schools, hereinafter called SUPERINTENDENT,

W I T N E S S E T H:

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I. RECITALS:

A. COUNTY provides for itself computer services consisting of the use of a certain computer and related data processing equipment and the services of personnel skilled in its operation, and is willing to make its excess capacity for computer services available to SUPERINTENDENT.

B. SUPERINTENDENT desires to obtain such computer services.

C. The purpose of this agreement is to enable COUNTY pursuant to the Joint Exercise of Powers Act, Government Code § 6500 et seq., to provide such computer services to SUPERINTENDENT.

II. AGREEMENTS:

A. COUNTY shall provide computer services to SUPERINTENDENT in the manner provided for in this agreement to the extent of COUNTY'S capacity to do so in addition to the services required to meet COUNTY'S current and future needs.

B. COUNTY shall provide computer services to SUPERINTENDENT for the preparation of SUPERINTENDENT'S payroll and budget data

1 processing, in accordance with the following terms and conditions:

2 1. Initial data processing services performed by COUNTY
3 will be done by using existing programs, files, and documentation
4 maintained by SUPERINTENDENT, and COUNTY shall not be responsible
5 for any inaccuracies and/or limitations existing in these programs,
6 files, and documentation.

7 2. All new programming provided to COUNTY by SUPERINTENDENT
8 will conform to COUNTY standards.

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9 3. SUPERINTENDENT will provide processing schedules.

10 4. SUPERINTENDENT will deliver input and pickup all reports.

11 5. There shall be one contact person designated by SUPER-
12 INTENDENT for all data processing requests.

13 6. SUPERINTENDENT will continue to purchase all custom
14 forms, such as checks, etc, and COUNTY shall supply necessary
15 stock tab paper.

16 7. SUPERINTENDENT agrees to pay to COUNTY the sum of
17 Eight Thousand Six Hundred Thirty Two Dollars (\$8,632) for use
18 of computer time from the date of this agreement through June 30,
19 1979. Payments shall be made in equal monthly installments,
20 beginning with the date of this agreement. Unless otherwise agreed
21 to in writing by the parties hereto, said sum shall be an annual
22 charge for use of computer time beginning with the fiscal year
23 1979-80. Payments shall continue to be made on a monthly basis.

24 8. In addition to the compensation provided in the fore-
25 going paragraph, SUPERINTENDENT agrees to pay the entire cost
26 of one Programmer Analyst for the entire 1978-79 fiscal year

1 and subsequent years, including salary and fringe benefits,
2 the minimum cost of which is estimated to be \$20,762 per year.
3 SUPERINTENDENT acknowledges that the figure of \$20,762 per year
4 is only an estimate and that the actual amount paid to COUNTY
5 may be higher. The payment to COUNTY of the cost of the **Micro Fiched**
6 Programmer Analyst shall be made on a monthly basis, commencing
7 with the date of this agreement. Said monthly payments shall be
8 based upon the sum of \$20,762 per year, and if the actual costs
9 of the Programmer Analyst exceeds said sum, the additional amount
10 owing to COUNTY shall be paid on or before June 30, 1979. For
11 any subsequent years, any additional amount shall also be paid
12 on or before June 30.

13 9. The parties shall be strictly accountable for all funds
14 and for reports of all receipts and disbursements.

15 10. The term of this agreement shall commence on the 1st
16 day of July, 1978, and shall continue until terminated
17 by either party upon sixty (60) days' notice of intention to
18 terminate given in writing to the other party.

19 11. Neither COUNTY nor any officer or employee thereof
20 is responsible for any damage or liability occurring by reason
21 of anything done or omitted to be done by SUPERINTENDENT under
22 or in accordance with any matter not delegated to COUNTY under
23 this agreement. Pursuant to Government Code § 895.4, SUPERIN-
24 TENDENT shall fully indemnify and hold COUNTY harmless for any
25 damage or liability occurring by reason of anything done or
26 omitted to be done by SUPERINTENDENT under or in connection

1 with any matter not delegated to COUNTY under this agreement.

2 12. Neither SUPERINTENDENT nor any officer or employee
3 thereof is responsible for any damage or liability occurring
4 by reason of anything done or omitted to be done by COUNTY,
5 under or in connection with any matter delegated to COUNTY
6 under this agreement. Pursuant to Government Code § 895.4,
7 COUNTY shall fully indemnify and hold SUPERINTENDENT harmless
8 from any damage or liability occurring by reason of anything done
9 or omitted to be done by COUNTY under or in connection with any
10 matter delegated to COUNTY under this agreement. **Micro Fiched**

11 IN WITNESS WHEREOF, the parties hereto have executed this
12 agreement the day and year first above written.

COUNTY OF YOLO, a political sub-
division of the State of California

13
14
15 BY Arthur K. Shumate
16 CHAIRMAN OF THE BOARD OF SUPERVISORS
17

18 ATTEST:

19 LAURENCE P. HENIGAN, CLERK

20 BY Rich E. Lucas
21 DEPUTY

22 (SEAL)

23 Jack J. Potter
24 JACK J. POTTER, YOLO COUNTY
25 SUPERINTENDENT OF SCHOOLS
26

FILED

YOLO COUNTY AGREEMENT NO. 78-201

#6-78/79

AUG 18 1978

SCHOOL CROSSING GUARD AGREEMENT

AUG 18 1978

LAURENCE P. HENIGAN, Clerk

By *Debra S. Conley* DEPUTY - THIS AGREEMENT, made and entered into July 1, 1978,

by and between the Department of California Highway Patrol, State of California, hereinafter called "State" and the County of

Yolo hereinafter called "County."

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of Yolo is desirous of providing adequate **Micro Fiched** protection for school pupils who are required to cross heavily traveled streets, highways, and roadways in said County; and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 1979. Salaries and wages shall be at rates usual for such services, as the State may determine.

introduced by
MAG. 8-78-79

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to 23.29 per cent of such reimbursable salaries and wages for general administrative expenses.

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3. Not later than thirty days after the close of each month, State shall bill County for all sums due for that month and County shall promptly pay the same.

4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1978, through June 30, 1979, except that it may be cancelled by either party upon thirty days prior written notice.

6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Dept. of California Highway Patrol
Accounting Section
P. O. Box 898
Sacramento, CA 95804

County of Yolo

Micro Fiched

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

DEPT. OF CALIFORNIA HIGHWAY PATROL

COUNTY OF Yolo

By George N. Schatz
Fiscal Officer

By Arthur H. Edwards
Title

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
ATTEST:

LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas

Date 8-3-78

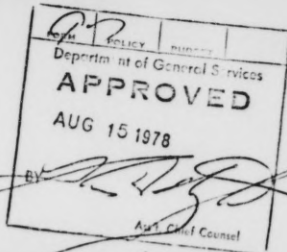
Deputy

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1009 have been complied with and that this document is exempt from review by the Department of Finance."

George N. Schatz

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Joseph A. East
DEPUTY COUNTY COUNSEL



COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS
292 WEST BEAMER
WOODLAND, CALIFORNIA 95695

July 25, 1978

Report #2
Aug. 1, agenda

Micro Fiched

SCHOOL CROSSING LOCATIONS

Westmore Oaks Elementary School
16th and Park Blvd.
West Sacramento, Ca.

Elkhorn Elementary School
Cummings & Douglas
Broderick, Ca.

Grafton Elementary School
State Highway 113 at 6th. St.
Knights Landing, Ca.

FILED

SEP - 8 1978

AGREEMENT NO. 78-202

LAURENCE P. HENIGAN, Clerk

By Walter E. Conley DEPUTY

(Agreement Amending Agreement No. 78-143 for referral of comprehensive drinking while under the influence treatment project eligible Yolo County residents)

THIS AGREEMENT made and entered into this 1st day of August,

1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and SOLANO County, hereinafter referred to as SOLANO.

WITNESSETH:

Micro Fiched

RECITALS:

The parties hereto wish to amend Agreement No. 78-143 to extend the term of the Agreement.

AGREEMENTS:

1. Agreement 4, Page 1 of Agreement No. 78-143 is hereby amended to read as follows:

The term of this Agreement, heretofore in Paragraph 2 of this section referred to as the REFERRAL PERIOD, is April 11, 1978 to June 30, 1979, unless sooner terminated by either party upon 60 days written notice of termination to the other party.

2. All other provisions of said Agreement No. 78-143 shall remain in full force and effect as written in said Agreement for the term thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California.

By Arthur H. Williams
CHAIRMAN OF THE BOARD OF SUPERVISORS

COUNTY OF SOLANO, a political subdivision of the State of California

By Thomas M. Hennig
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Walter E. Conley
DEPUTY CLERK

CHARLES R. NACK
COUNTY COUNSEL

BY Richard S. Tuck
DEPUTY COUNTY COUNSEL

YOLO COUNTY AGREEMENT NO. 78-203

STANDARD AGREEMENT —
STATE OF CALIFORNIA
STD. 2 (REV. 10/75)

APPROVED BY THE
ATTORNEY GENERAL

THIS AGREEMENT, made and entered into this 1st day of July, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

ALL OF OFFICER ACTING FOR STATE	AGENCY	(Department of Alcohol	NUMBER
Deputy Director	Department of Health	and Drug Abuse)	D-0035-8
hereafter called the State, and	Yolo County		Micro Fiched

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
that such service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, pursuant to Chapter 1252 (SB 363), Statutes of 1977, Department of
Alcohol and Drug Abuse succeeds to and is vested with all the duties, powers,
purposes, responsibilities and jurisdiction of the program as they relate to
this contract as of July 1, 1978; and

WHEREAS, this contract is entered into pursuant to that certain memo from the
Secretary, Health and Welfare Agency, and the Director of the Department of
Finance, jointly to the Director of the Department of General Services
pertaining to contracts entered into before July 1, 1978 but with an effective
date on or after July 1, 1978; and

WHEREAS, this letter is on file with the Director of the Department of General
Services, who also approved this procedure;

THEREFORE, the parties agree as follows:

NOV 27 1978

LAURENCE P. HENIGAN, Clerk

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement. Deputy
WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY (Department of Alcohol Department of Health and Drug Abuse)	CONTRACTOR IF OTHER THAN AN INDIVIDUAL, PARTNERSHIP, OR CORPORATION Partnership, etc.)
AUTHORIZED SIGNATURE <i>WRP</i>	BY INDIVIDUAL SIGNATURE <i>[Signature]</i>
Deputy Director	Yolo County CHAIRMAN, BOARD OF SUPERVISORS
	ADDRESS COUNTY OF YOLO, STATE OF CALIFORNIA

CONTINUED ON 2 SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY	AMOUNT ENCUMBERED \$19,831.00	APPROPRIATION Local Assistance	FUND General
	UNENCUMBERED BALANCE \$	ITEM 241-A	CHAPTER 359
	AM. INCREASING ENCUMBERANCE \$	FUNCTION Funding subject to approval of the Budget Act of 1978	STATUTES 1978
	AM. DECREASING ENCUMBERANCE \$	LINE ITEM ALLOTMENT 409	FISCAL YEAR 1978-79
APPROVED NOV 17 1978 <i>[Signature]</i> Chief Counsel	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.		T.B.A. NO.
	SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>		DATE 10/13/78
	I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.		
	SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY		DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

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2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

1. The attached Exhibit "C" entitled "Prior to July 1, 1978 Language", consisting of one page is incorporated herein and made a part hereof by this reference in recognition of both parties that the validity and effectiveness of this contract are conditioned upon the availability of funds in the Budget Act of 1978.
2. This contract may be cancelled by either party upon 30 days written notice to the other party.
3. The attached Exhibit "A(F)", entitled "Additional Provisions", is made a part hereof by this reference.
4. The attached Exhibit "B", entitled "Budget", is made a part hereof by this reference. Micro Fiched
5. Contractor shall provide drug abuse services as described in the attached Exhibit "D", entitled "Scope of Work", which is made a part hereof by this reference.
6. The attached Exhibit "E", entitled "Maintenance of Effort Requirements", is made a part hereof by this reference.
7. Philip Walker is designated the Project Director. The State reserves the right to approve any substitute Director.
8. The period of this contract shall be from July 1, 1978 through June 30, 1979.
9. The total amount payable by the State to the Contractor under this contract shall not exceed \$19,831.00.
10. The Project Director shall submit an initial written progress report to the State during the ninth week after the effective date of the contract, and bimonthly thereafter during the contract period. The report shall include, but not be limited to, a description of the Contractor's progress in implementing the contract, a cumulative description of the work and services provided under the terms of the contract, any difficulties or special problems, any pertinent facts or interim findings, and a statement that the Contractor is or is not progressing satisfactorily in achieving all the terms of the contract. The Contractor shall also submit a final report to the State which shall include, but not be limited to, an evaluation of the quantity, quality, and impact of the work undertaken pursuant to this contract.
11. The provisions of Exhibit "A(F)" notwithstanding, Contractor shall submit any subcontracts to the State for review and approval prior to implementation. Upon termination of any subcontract, the State shall be notified immediately.
12. In consideration of the above services performed in a manner acceptable to the State, the State shall reimburse the Contractor no more frequently than monthly, in arrears, upon submission of an invoice in triplicate stating the contract number, for actual expenditures in accordance with the Budget to: Department of Alcohol and Drug Abuse, Division of Substance Abuse, 714 P Street, Room 1040, Sacramento, California 95814. The contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate

as to any line item shall not exceed \$2,000; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line item(s) to be reduced in order to increase the excess item(s), and provided further that the State reserves the right to deny any such claim for any excess reimbursement on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph nine of this agreement.

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13. No travel outside the State of California shall be authorized under this agreement.
14. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of HEW effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

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(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance — provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Micro Fiched

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

"Name of Vendor or Subcontractor agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

Micro Fiched

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

Micro Fiched

(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

Micro Fiched

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

BUDGET

July 1, 1978 - June 30, 1979

	<u>Amount Requested</u>	
Mental Health Counselor I (@ \$1,427.33 per month)	\$19,021.00	
Mileage for Mental Health Counselor I (450 miles per month @ 19¢ per mile for 12 months)	<u>810.00</u>	Micro Fiched
	<u>\$19,831.00</u>	

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

Prior to July 1, 1978 Language

- (1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1978 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1978.
- (2) **Micro Fiched**
This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1978, for the fiscal year 1978-79 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.
- (3) It is mutually agreed that if the Budget Act of 1978 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

SCOPE OF WORK

Contractor shall provide one bilingual, bicultural counselor to provide and direct counseling services to drug abusers, their families and associates and:

- A. Communicate with Spanish-speaking people throughout Yolo County regarding drug abuse services and related services available to drug abusers and their families.

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1. The communication shall occur through, but not be limited to, newspaper articles, referrals from county agencies, and personal outreach efforts in the community.

- B. Provide direct counseling and community program liaison services primarily to at least one hundred and ten (110) Spanish-speaking persons involved in drug abuse-related problems.

1. The services may be provided in the client's home, in the school, at a local social service agency or wherever it is most appropriate for the client.
2. The amount or duration of counseling will depend upon individual circumstances, but a minimum of 1,000 visits to clients will be made by the counselor.

- C. Provide leadership and consultation to five (5) community and ten (10) school organizations regarding drug abuse treatment services and counseling, (300 public contacts, 200 school contacts)

- D. Be responsible for the product of twelve (12) presentations in Yolo County newspapers designed to increase public awareness of the services available to drug abusers and their families.

- E. Assist the County Drug Abuse Coordinator in improving linkages between existing drug abuse services and resources available to the Chicano communities in Yolo County.

- F. Consult with and train paraprofessional persons working with the Chicano communities in Yolo County.

MAINTENANCE OF EFFORT REQUIREMENTS

Federal law prohibits the replacement of non federal funds with federal funds appropriated pursuant to federal Public Law 92-255. Public Law 94-237 re-enacted and continued the provisions of Public Law 92-255. Accordingly Contractor will not, in any way whatsoever supplant, replace or substitute any non federal funds with federal funds made available pursuant to Public Law 92-255 Section 409 and/or 410.

Micro Fiched

In every invoice or claim for reimbursement Contractor shall certify that no such supplantation, replacement, or substitution has occurred. Contractor shall establish and maintain such records and documentation as are necessary to verify Contractor's compliance with this section. Contractor assumes sole responsibility for compliance with these maintenance of effort provisions as required by Public Law 92-255 Section 409(c) (11) and Public Law 94-237, and saves the State harmless from any violation thereof.

Public Law 92-255 Section 409(c)(11) states that the Contractor shall:

"Provide reasonable assurance that federal funds made available under this section for any period will be so used as to supplement and increase, to the extent feasible and practical, the level of State, local and other non federal funds that would in the absence of such federal funds be made available for the programs described in this section, and will in no event supplant such State, local and other non federal funds."

AGREEMENT NO. 78-204

Agreement for the Proposed Acquisition of Road Right of Way
(County Road No. 104)

THIS AGREEMENT is made and entered into on this 8th day
of August, 1978, by and between

Cecil V. Martin & E. Irene Martin, and the Department of

Veterans Affairs of the State of California

hereinafter referred to as "Owner" and the County of Yolo,
hereinafter referred to as "County".

WHEREAS, a portion of existing County Road No. 104 situated
partly in Yolo County and partly in Solano County, does not lay
within the bounds of the existing dedicated right of way; and

WHEREAS, County desires to purchase additional right of
way along said County road in order to safeguard the traveling
public and to carry out normal maintenance and construction in
an efficient manner.

NOW, THEREFORE, THE PARTIES AGREE as follows:

Micro Fiched

FILED

AUG 11 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara Rogers*

Deputy

- (1) That Owner will quit claim to the County of Solano,
a 33-foot wide right of way, lying adjacent to and
Westerly of the section line between Section 1,
Township 7 North, Range 2 East and Section 6,
Township 7 North, Range 3 East, M.D.B. & M., said
right of way being described in Exhibit "A" attached
hereto and incorporated as a part hereof.
- (2) That Owner will grant to the County of Solano, a
27-foot wide right of way, lying Westerly of and
33 feet from the section line between Section 1,
Township 7 North, Range 2 East and Section 6,
Township 7 North, Range 3 East, M.D.B. & M., said
right of way being described in Exhibit "B",
attached hereto and incorporated as a part hereof.
- (3) County agrees that future construction will maintain
a distance of 20 feet between the edge of traveled
way and existing irrigation structures adjacent to
the parcel described in the attached Exhibit "B".
- (4) Owner will relocate existing fences to the Westerly
line of that parcel described in the aforementioned
Exhibit "B", within sixty (60) days after date title
to said property vests in or is in escrow for the
County of Solano.
- (5) County will provide sufficient survey stakes along
the Westerly line of that parcel described in
Exhibit "B", to facilitate fence relocation and/or
construction as needed.
- (6) County agrees to pay Owner the sum of \$1,830.00 for
the property described in the aforementioned Exhibit
"B" within sixty (60) days after date title to said
property vests in, or is in escrow for the County of
Solano, free and clear of all liens, encumbrances,
assessments, easements and leases (Recorded and/or
unrecorded).
- (7) County will pay all escrow and recording fees
incurred in this transaction, including documentary
tax stamps, if required, and if title insurance is
desired by the County, the premium charged thereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Arthur H. Leonard
CHAIRMAN OF THE BOARD OF SUPERVISORS
8-11-78

Micro Fiched

OWNER

DEPARTMENT OF VETERANS AFFAIRS OF
THE STATE OF CALIFORNIA

By E. C. Larson

By _____

(Seal)

Cecil V. Martin 3/9/78
CECIL V. MARTIN

E. Irene Martin
E. IRENE MARTIN

ATTEST:

LAURENCE P. HENIGAN, County Clerk

By Balena A. Jensen
Deputy

Recommended for Approval to the
Board of Supervisors of the
County of Yolo:

Frank H. Roberts
Director of Public Works

STATE OF CALIFORNIA ^{art}
APPROVED AS TO FORM:

E. C. Larson Deputy
COUNTY COUNSEL

STATE OF CALIFORNIA) ss.
COUNTY OF SACRAMENTO)

Subscribed and sworn to before me this
8th day of March, 1978.

Adelaide V. Grubb
Notary Public

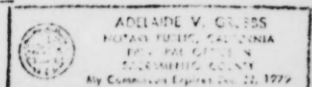


EXHIBIT "A"

Micro Fiched

All that portion of Parcel No. 1 and Parcel No. 2, as said parcels appear on that certain map, filed September 1, 1966 in the Office of the Recorder of Solano County, California, in Book 1 of Parcel Maps at Page 18, and further being a portion of Section 1, Township 7 North, Range 2 East M.D.B. & M. and being more particularly described as follows:

Beginning at a point on the East line of said Parcel 1, that is distant South $00^{\circ} 03' 04''$ West, 30.00 feet from a 2" iron pipe marking the Northeast corner of said parcel; thence from said point of beginning, along the East line of Parcel No. 1 and Parcel No. 2, South $00^{\circ} 03' 04''$ West, 983.76 feet to the Southeast corner of said Parcel No. 2; thence along the Southerly line of said parcel, West, 33.00 feet; thence leaving said Southerly line, parallel with and 33.00 feet Westerly of said East line, North $00^{\circ} 03' 04''$ East, 984.12 feet; thence Easterly, parallel with and 30.00 feet Southerly of the North line of said Parcel No. 1, South $89^{\circ} 23' 10''$ East, 33.00 feet to the point of beginning.

Containing .745 acres of land.

EXHIBIT "B"

All that portion of Parcel No. 1 and Parcel No. 2, as said parcels appear on that certain map, filed September 1, 1966 in the Office of the Recorder of Solano County, California, in Book 1 of Parcel Maps at Page 18, and further being a portion of Section 1, Township 7 North, Range 2 East M.D.B. & M. and being more particularly described as follows: Micro Fiched

Beginning at a point that is distant, North $89^{\circ}23'10''$ West, 33.00 feet and South $00^{\circ}03'04''$ West 30.00 feet from a 2" iron pipe marking the Northeast corner of said Parcel No. 1; thence from said point of beginning, parallel with and 33.00 feet Westerly of the East lines of said Parcel No. 1 and Parcel No. 2, South $00^{\circ}03'04''$ West, 984.12 feet to the Southerly line of said Parcel No. 2; thence along said Southerly line, West 27.00 feet; thence Northerly, parallel with said Easterly lines, North $00^{\circ}03'04''$ East, 984.40 feet; thence parallel with the Northerly line of said Parcel No. 1, South $89^{\circ}23'10''$ East, 27.00 feet to the point of beginning.

Containing .610 acres of land.

RECEIVED

SEP 18 1978

LAURENCE P. HENIGAN, Clerk

By _____
Deputy

Nonfinancial Agreement Signature Sheet

Under the

Comprehensive Employment and Training Act of 1973
(P.L. 93-203, Section 112)

SEP 18 1978

LAURENCE P. HENIGAN, Clerk

By Debra C. Conley
DEPUTY

1. Prime sponsor: _____

County of Yolo
Manpower Administration
Room 102, County Courthouse
Woodland, CA 95695

2. Nonfinancial agreement number

7	9	0	3	8	5	7	9	9	8	5	9	9	0
Modification number													

State Board of Education
California State Department of Education
721 Capitol Mall
Sacramento, CA 95814

Micro Fiched

3. Contact person: Cathie WicksManpower Planning Coordinator 666-8374
Title Phone number

4. Period covered by agreement:

10-1-78 through 9-30-79

5. Agreement:

Pursuant to Section 112(c) of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203), this agreement is entered into by the State Board of Education and (name of prime sponsor) YOLO COUNTY MANPOWER ADMINISTRATION. This agreement consists of this sheet, the program planning and budget information summaries, and the program narrative.

As per this agreement the California State Board of Education is committed to provide for the prime sponsor the needed vocational education services and training outlined in the program narrative. The training and services will be provided upon receipt of funds from the Governor.

6. Estimated costs of training and services by cost category:

Cost category	Code	Estimated costs		
		Prior	Modification (+ or -)	New
Administration	306			0
Training	307			45,391
Allowances	308			0
Services	309			0
TOTAL		0	0	45,391

7. Approval by prime sponsor:

Signature: [Signature]
CHAIRMAN, BOARD OF SUPERVISORS,
Name and title: COUNTY OF YOLO, STATE OF CALIFORNIA

Date: Aug. 8, 1978

8. Approval by State Board of Education

Signature: [Signature]
Name and title: RUSSELL TIBBETTS, Program Supervisor

Date: SEP 15 1978

**Instructions for Completing Nonfinancial
Agreement Signature Sheet**

Micro Fiched

1. *Prime sponsor:* Enter the name and address of the prime sponsor in whose area the training and services will be provided.
2. *Nonfinancial agreement number:* Enter the CETA vocational education nonfinancial agreement number provided by the vocational education regional office. This number will not change during the life of the agreement.
Modification number: Leave this space blank for an initial agreement. Assign numbers in consecutive order if this is a modification.
3. *Contact person:* Enter the name, title, and telephone number of the person designated by the prime sponsor to negotiate the nonfinancial agreement.
4. *Period covered by nonfinancial agreement:*
 - a. On modifications, enter the original starting date and the modified ending date of the period covered by the nonfinancial agreement.
 - b. On new nonfinancial agreement, enter the starting date and ending date.
5. *Agreement:* Enter the full name of the prime sponsor.
6. *Estimated costs of training and services by cost category:* Enter the estimated amount of vocational education funds, from the Governor's special grant, that will be spent for the listed cost categories. (For more information, see "Allowable Federal Costs" in the CETA rules and regulations in the *Federal Register*; and existing state policy document.)
 - a. When using this form for original nonfinancial agreements, enter amounts in third column ("New") only.
 - b. When using this form for modifications to an original nonfinancial agreement, enter prior approved amounts in the first column ("Prior"), amounts of modification or change (+ or -) in the second column ("Modification"), and the totals of columns one and two in the third column ("New").
7. *Approval by prime sponsor:* If the person completing this section is other than the mayor or chairperson of the board of supervisors, attach a letter of authorization.
8. *Approval by State Board of Education:* Complete as indicated.

Distribution by Department of Education

- Original - Vocational Education Support Unit/Manpower Education Unit
- *Original - Prime sponsor
- Copy (1) - Manpower education regional office (approved copy)
- Copy (1) - Manpower education regional office (review copy)
- Copy (2) - CETAO
- Copy (1) - Department of Labor
- Copy (1) - Work and correction copy for central office files

*If a prime sponsor needs additional copies, the number needed should be submitted in addition to those required.

Program Planning and Budget Information Summaries Special Grant-Vocational Education

Under the
Comprehensive Employment Training Act of 1973
(P.L. 93-203, Section 112)

CETA-VE-2 (7-76)
2 originals
5 copies

Prime sponsor: County of Yolo

Nonfinancial agreement number

Contact person: Cathie Wicks

7	9	0	3	8	5	7	9	9	8	5	9	9	0
Modification number													

Micro Fiched

Phone: (916) 666-8374**I. Program Planning Summary**

Vocational education enrollment transactions	Number of participants, cumulative by quarter, fiscal year-to-date			
	12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total enrollments (Sum of A.1 through A.3)	5	10	30	30
1. Participants entering this fiscal year from regular CETA	5	10	30	30
2. Participants entering this fiscal year from outside regular CETA	0	0	0	0
3. Participants carried over from previous fiscal year	0	0	0	0
B. Total terminations (Sum of B.1 through B.4)	1	5	15	30
1. Entered employment	0	1	1	1
2. Other positive terminations	0	0	0	0
3. Transfer to regular CETA	0	3	3	3
4. Nonpositive terminations	1	1	1	1
C. End-of-quarter enrollments (planned) (A minus B)	4	5	15	0

II. Budget Summary

Cost categories	Code	Funds available			Planned expenditures, this fiscal year (d)	Estimated unexpended funds, end of fiscal year (c - d) (e)
		Carry-in from previous fiscal year (a)	New funds, current fiscal year (b)	Total (a + b) (c)		
A. Administration	306					
B. Training	307		45,391	45,391		
C. Allowances	308					
D. Services	309					
E. Total			45,391	45,391	45,391	0

III. Cumulative Quarterly Projections of Commitments and Expenditures

Activities	Amount projected, fiscal year to date			
	12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total vocational education funds committed	45,391	45,391	45,391	45,391
B. Total projected vocational education expenditures (Item B.1 plus item B.2)	8,170	16,340	32,680	45,391
Projected expenditures for classroom training	317	6,170	32,680	45,391
Projected expenditures for services to participants	318	0	0	0

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

A detailed explanation of the following five areas will be developed by the prime sponsor for the expenditure of the Governor's Vocational Education funds available for the prime sponsor's area.

- Needs and objectives for vocational education training and services activities.
- Vocational education training and services activities to be provided.
- Results and/or benefits expected from the vocational education training and services activities.
- Linkages provided by the prime sponsor, sub-grantee or other agencies with the program training and services activities.
- Standards by which the prime sponsor will judge the effectiveness of the vocational education training and services.

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The spaces provided should be adequate to provide the basic information required. Extra pages may be added if necessary to complete the information.

1.1 How was the need for vocational education training and/or services established?

Include evidence that there is reasonable expectation of employment in the occupations for which the participants are to be trained.

Yolo County is characterized by a unique set of unemployment factors which include geographic insolation of rural communities, seasonal employment patterns, a measurable non-English speaking population, a decreasing demand for laborers in agri-business, due to increased mechanization, of training resources and from those available elsewhere, and deficient local labor and industry information. Specific population groups such as the non-English speaking community, the handicapped, the casual farmworker, displaced homemakers, and the economically disadvantaged have faced chronic unemployment due to lack of employable skills, knowledge, and experience regarding the world of work.

The combination of these factors demonstrate the need for the increased availability of training opportunities for Yolo County's disadvantaged residents.

Evidence that there is a reasonable expectation of employment is

cont.

1.1 continued

is determined locally on a continuous⁷ by the M.O.V.E. staff Occupational Information Survey's in the private sector. Additional justification has been determined by:

- 1) Evaluation of past program performance and placement success; and
- 2) Analysis completed for preparation of the Prime Sponsor Agreement. (Copy available on request).

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2. For each recommended or prospective Deliverer of Services, describe the following:

- 2.1 The training activities to be provided by each Deliverer of Services.
2.2 The service activities to be provided by each Deliverer of Services.

Include any Deliverer of Services who will have an activity funded through the Governor's special grant for vocational education.

The Governor's Vocational Education funds will provide tuition costs for training activities in Yolo County. The program deliverer will be Project M.O.V.E. which is Yolo County's comprehensive manpower service system. Various training resources will be utilized by Project M.O.V.E. on an individual referral basis. Project M.O.V.E. is sponsored by the Yolo County Office of Education.

Outreach, recruitment, intake, eligibility certification, program monitoring and job development will be provided by Project M.O.V.E. at no expense to this program.

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BUDGET SUMMARY OF ALL ACTIVITIES

2.3

Deliverer of Services	Activity	Participants	Admin.	Trng	Allow.	Serv.	Total	Remarks
Vocans Project M.O.V.E.	Ind. Ref. Skills Training	30		\$45,391				Will provide tuition payments for participants on an individual referral basis.
					Micro Fiched			

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

3. The results and benefits expected of each component from the training and services activities including evidence of reasonable expectation of employment.

- 3.1 List the results and/or benefits expected from the vocational training and service activities. Include significant segments to be served, the outcome desired, the level of achievement.

The following program benefits are expected: Micro Fiched

- * Thirty (30) participants will receive classroom training on an individual referral basis;
- * A minimum of eighty percent will be placed in training-related occupations or continue training on an unsubsidized basis;
- * A maximum of 20% will be non-positive termination.

The unique benefit to the disadvantaged community of Yolo County will be realized by the selection goal of enrolling those applicants felt to be most in need of training opportunities.

Appendix I includes significant segments to be served.

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

4. Linkages of the special grant/vocational education 5% with training and services activities with the prime sponsor and other subgrantees or agencies (e.g. recruitment, intake, referral, allowance payments, placement, counseling, etc.)

- 4.1 What agency will be responsible for intake and enrollment and how will intake and enrollment be conducted?

Project M.O.V.E. *

See Appendix II and III

Micro Fiched

- 4.2 What agency will be responsible for the payment of allowances?
(If this activity is funded with special grant/vocational education 5% funds briefly describe the payment system).

Project M.O.V.E.

- 4.3 What agency will be responsible for placements?

Project M.O.V.E.

- 4.4 What agency will be responsible for recording the Quarterly Summary of Participant Characteristics information?

Project M.O.V.E.

- 4.5 Explain how the Quarterly Summary of Participant Characteristics will be reported to the Manpower Education Unit.

Submitted on the 5th day following the end of each quarter.

- 4.6 Provide assurance that participants will be covered by the prime sponsor's affirmative action plan.

All program participants will be subject to the Affirmative Action Plan of the Prime Sponsor.

- 4.7 Provide justification if non-positive termination rates (Part I of CETA-VE-2) exceeds 20%.

Will not exceed a maximum of 20%.

Micro Fiched

- 4.8 Provide an explanation of how vocational education 5% training and services are being coordinated with the prime sponsor's CETA Title I grant activities.

Funds will be utilized as part of the Comprehensive Manpower Program for Yolo County Services and allowances will be provided with allocated Title I monies.

5. Standards by which the prime sponsor will judge the effectiveness of the vocational education training and services.

Standard performance indicators as utilized by the Department of Labor will be used by the Prime Sponsor together with locally MAPC developed program indicators.

For further information on the anticipated effectiveness of the program, see the introductory statement of Program Objectives attached.

6. List all equipment having an acquisition cost of \$1,000 or over to be purchased for vocational education training and/or services. Identify activities in which equipment will be used including provisions for tools to be provided participants upon employment if applicable.

None.

The Prime Sponsor will utilize the State Dept. of Vocational Education's policy for tool purchase and retention for enrollees.

7. Other Linkages

The primary training center for utilization by Yolo County residents is the Sacramento Skills Center located in downtown Sacramento. The Center provides full-time, comprehensive, short term skills training in a wide range of occupational field in conjunction with GED preparation, high school completion credits, and remedial education. In spite of the fact that the Center is approximately 25 miles away and poses transportation problems for some participants, it has proven to be an effective training resource for Yolo County.

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While the majority of public and private training resources are located in Sacramento, the Prime Sponsor will also utilize the resources available in Yolo County when appropriate and feasible to do so. The following public educational institutions provide various types of vocational skills training on a part-time basis:

Yolo County Office of Education - R.O.P.

Yuba Community College

Solano Community College

Woodland School District

Davis Joint Unified School District

Washington Unified School District

In addition, other community agencies to provide support and assistance are:

Employment Development Department
Yolo Mental Health
Department of Rehabilitation
Welfare Department
Youth Advisory Committee

INTRODUCTORY STATEMENT
OF PROGRAM OBJECTIVES

The specific minimum objectives of the classroom training program implemented by Project M.O.V.E. will be:

1. To identify these disadvantaged individuals who desire to substantially increase their employment potential through participation in an institutional skills training program;
2. To provide program orientation, individual needs assessment, testing, counseling, and employability plan development for interested training applicants; Micro Fiched
3. To select, with the individual, appropriate training that will meet the needs and abilities of the individual as well as being commensurated with the projected labor market needs of the area;
4. To enroll 30 participants in appropriate classroom through individual referral;
5. To assist participants in identifying and alleviating barriers to training and employment in order to better insure successful completion of the training program;
6. To actively monitor participants' progress throughout the training program and to provide needed supportive services to better insure successful program completion;
7. To place 80% of the individuals in training-related employment or other positive situations;
8. To transfer the remaining 20% to M.O.V.E.'s service program for additional assistance with counseling, pre-

employment training, job referral and placement.

9. To continue the current coordination and referrals to other training resources; and
10. To assist in promoting the development of additional training courses and opportunities designed to ameliorate the high percentage of seasonal employment peculiar to Yolo County through linkages with local agencies, educational institutions and employers.

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SIGNIFICANT SEGMENTS

APPENDIX I

DEMOGRAPHIC GROUPS		DESCRIPTION &/or DEFINITION	PERCENT OF PEOPLE TO BE SERVED
SEX	Male	Not Applicable	50
	Female		50
AGE	18 and Under	Not Applicable	35
	19-21		23
	22-44		36
	45-54		3
	55-64		2
	65 and Over		1
RACE	White	Not Applicable	52
	Black		5
	American Indian		1
	Mexican-American		38
	Other (specify)		4
		East Indians, Vietnamese, Filipino, Pacific Islanders, etc.	
OTHER* (SPECIFY)	Migrant/Seasonal		35
	Veterans		5
	Offender		12
	Handicapped		4
	AFDC Recipient		15
	Public Assistance		20

*Other segments may include but are not limited to veterans, handicapped, ex-offender, limited English-speaking, migrant/seasonal farm worker, etc.

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APPENDIX II

PARTICIPANT'S FLOW

1. Seek and acquire clients for program.

RECRUITING

- Recruit Applicants (outreach)
- Disadvantaged
- Homeless
- Unemployed
- Unemployed Vocational Ed. grads
- Handicapped
- Minority
- Veterans
- Ex-offenders
- Accept referrals from agencies
- Neighborhood groups
- Minority associations
- Self contacts
- Walk-in inquiries
- Telephone inquiries
- Referrals from clients
- Public contacts
- Counselor referrals
- Continuation U.S. Regular U.S. Special programs
- Public Information news releases
- Posters
- Flyers/Handouts
- Radio/T.V.
- Determine eligibility
- Enroll in program
- Orient to program activities
- Posting job announcements at different county and community agencies.
- Ineligible persons will be provided with alternative services.

2. Talk to client about needs and plans.

ASSESSMENT & COUNSELING

- Assess needs
- Skills analysis
- Decision Making
- Develop career plan
- Occupational info. job market survey
- Job skills breakdown
- Individual flow-charts
- Find education/training resources
- Counselor contacts
- School contacts
- Community contacts
- Referral to Services
- Health
- Welfare
- Employment
- Voc. Rehab.
- Probation
- Career Information Center
- Information Planning
- Development
- Advantages interest and attitude tests
- Review test results with client
- Vocational Evaluation through a variety of attitude exercises
- Development education/training/career plan

3. Improve self, acquire suitable skill.

EDUCATION/TRAINING

- GED
- Adult education (H.S.)
- English-Serve Lang.
- Consumer education
- Basic education
- Regional Group Program
- Skill clusters
- Mini-courses
- Tutoring
- Pre-employment workshops
- Community college
- Adult program
- Derived day
- Educ. Opportunity Program (E.O.P.)
- Merit system test training
- Minority employment workshops
- Vocational rehabilitation
- Farmworkers Program
- Youth Training Program
- Re-entry women workshops
- C.E.T.A. II and VI
- Public Service Program
- Job Search Workshops
- Special Programs
- O.J.T.
- NARS
- Handicapped
- CDA

4. Find suitable job for beginning career plan.

PLACEMENT

- Public Sector
- City
- County
- State
- Federal
- E.O.D.
- Private Sector
- Business (local)
- Industry (local)
- Program Transitions from O.J.T. Component
- C.T. Component
- V.T.P. Component
- W.I.P. Component
- J.S.W. Component

5. Give continuing assistance.

FOLLOW-UP

- Contact clients for job stability support
- Contact employers for job stability problems
- Promote evaluation staff
- Employers clients

Micro Fiched

REPORT POTENTIAL

ENROLL AND DETERMINE ELIGIBILITY

LIVE PROGRAM ORIENTATION

VOCATIONAL EVALUATION/STANDARDIZED TESTS

PROVIDE COUNSELING/ GUIDANCE

ADMINISTER SELECTED TESTS OF INTEREST, ATTITUDE

STAFF DEVELOPMENT PROGRAM

DEFERRED EDUCATION OR SKILLS TRAINING

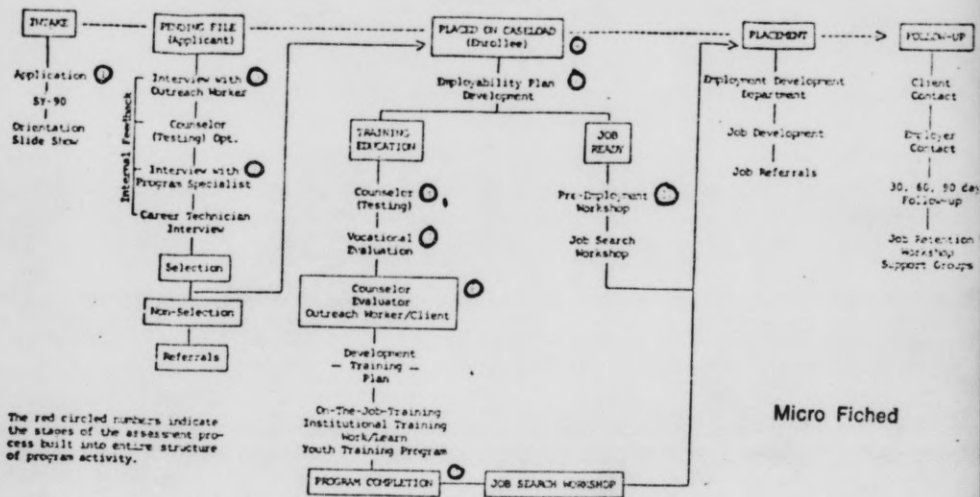
PROVIDE JOB SEARCH WORKSHOPS

PLACE IN UNASSIGNED EMPLOYMENT

FOLLOW-UP AND SELECTED TIME PERIOD

APPENDIX III

ASSESSMENT PROCESS



RECEIVED

YOLO COUNTY AGREEMENT NO. 78-206

FILED

MAR 27 1979

NO. 1190

MAR 27 1979

PETER McNAMEE, Clerk

JOINT EXERCISE OF POWERS AGREEMENT

PETER McNAMEE, Clerk

By _____
Deputy

(Center for Management Development)

By Paul J. Delger
Deputy

THIS AGREEMENT, made and entered into by the undersigned, witnesseth; WHEREAS, the Board of Supervisors of the County of Solano, State of California, have previously established the Center for Management Development, in Fairfield California, hereinafter called "Center;" and

WHEREAS, it would be of benefit to the parties hereto, hereafter called "Supporting Agencies," to avail themselves of the training and services provided by the Center in order to avoid duplication of expenditures for staff, equipment and curriculum,

WHEREAS, the parties hereto recognize that all levels of government are experiencing increasing demand for services at a time when revenue sources are not increasing to keep pace, and further recognize the need to continually upgrade employee performance at all levels; and

Micro Fiched

WHEREAS, the parties hereto believe that employee and managerial performance should be enhanced through continued education, training and employee development services, and that there is a need to conduct needs assessment, develop, implement and evaluate employee training and development programs; and

WHEREAS, the parties believe local agencies can benefit from training and employee development services delivered on a regional, intergovernmental, cooperative basis at greater cost-effectiveness than would otherwise be available;

NOW, THEREFORE, the parties for and in consideration of the mutual promises and Agreement herein contained and the performance thereof, do agree as follows:

1. This Agreement is made pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers, and is for the purpose of providing for the maximum utilization and joint usage of certain staff, equipment, and curriculum, to be accomplished in the manner herein provided.

2. The Center shall provide consulting services and training programs to develop and improve the functioning of government organizations and the knowledge, abilities, skills and attitudes of government employees at all levels.

3. The Center shall conduct these programs through workshops, seminars and courses held in locations throughout Northern California, to be determined by the Center Director.

4. Each program will be conducted by approved personnel to be designated by the Center.

5. Continuing Education Units and/or college and university credit will be offered in conjunction with the programs, to the participants, whenever feasible.

6. The Center shall be administered by an Executive Director which shall serve under the direction and at the pleasure of a Board of Directors. The Board of Directors shall be composed of one representative from each of the Supporting Agencies.

7. Any public agency as defined in Section 6500 of the Government Code which may desire to join and participate in the activities of the Center may do so by executing this Agreement without prior approval or ratification by the representatives of the existing parties to this Agreement until September 15, 1978. Any public agency which may desire to join and participate in the activities of the Center after September 15, 1978, may do so by executing this Agreement with prior approval and ratification of a majority of the representatives of the existing parties to this Agreement. All parties shall be bound by all terms and provisions of this Agreement as of the date of execution.

Micro Fiched

The Center shall have the power, in its own name, to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, to incur debts, liabilities, or obligations necessary for the accomplishment of its purposes and to receive Grants in Aid for programs consistent with the purposes herein expressed. The Center is a public entity separate from the parties to the Agreement. The debts, liabilities, or obligations of the Center shall not be the debts, liabilities, or obligations of any or all of the parties to this Agreement. The exercise by the Center of the power to sue or be sued in its own name shall be subject to the restrictions on the exercise of such power applicable to the undersigned. The Center shall also have the power through the Board of Directors to establish By-laws consistent with this Agreement.

This Agreement shall become effective when entered into by any two agencies eligible for membership and shall continue in full force until dissolved pursuant to the relevant provision herein.

8. The Center shall be self-supporting, deriving its revenue from payments for services rendered by the parties and others, grants-in-aid, gifts, or other sources recommended by the Board of Directors. Annual payment for services shall be made by each Supporting Agency based on its number of full-time employees, as a percentage of the total of all Supporting Agencies, based upon an annual program operating budget. The Supporting Agencies shall pay the Center for these services on or before July 1 of each participating year.

9. Priorities for enrollment in the various programs offered by the Center will be based primarily on a ratio of each Supporting Agency's total staff to the total staff of all participating Supporting Agencies and, thereafter, upon participants involved in upward mobility and affirmative action programs.

10. The Solano County Auditor-Controller shall initially act as Treasurer of the Center and shall serve at the pleasure of the Board of Directors. The Treasurer,

who shall have custody of all the money of the Center from whatever source, shall establish a separate fund for all revenues and shall maintain a strict accountability of all income and expenses pertaining to this agreement. Only expenses of the programs associated with the operation of the Center, shall be proper charges against this fund for said operation. Decisions to re-allocate financial resources of the Center shall be determined by the Board of Directors. The accounting records shall be available for inspection by member agencies at any time during normal business hours. Solano County may terminate its role as Treasurer by provision of thirty (30) day advance written notice of withdrawal to the Board of Directors. All funds received by the Center shall be strictly accounted for the Treasurer shall make or contract for an annual audit of the accounts and records of the Center as prescribed in California Government Code section 6505.

Micro Fiched

11. The Center shall maintain at its expense at all times during the term of this agreement insurance coverage as follows:

- A. Worker's Compensation insurance as prescribed or permitted by the laws of the State of California.
- B. Comprehensive General Liability insurance--Bodily injury and Property Damage liability insurance covering injury to and death of persons and damage to property, including without limitation, acts of Center, its employees and agents, with a limit of not less than \$500,000 combined single limit in any one accident.
- C. Automobile Liability insurance covering liability arising out of the operation of owned or non-owned automotive equipment -- Bodily Injury and Property Damage liability covering injury to and death of persons and damage to property, including without limitation, acts of Center, its employees and agents, with a limit of not less than \$500,000 combined single limit in any one accident.
- D. Commercial Blanket Bond (Fidelity Bond) covering the Center against the infidelity of its employees and agents in an amount not less than \$200,000 per occurrence.

Policies of insurance referred to above shall be primary as to any other valid and collectible insurance carried by the parties to the agreement, and shall name the parties, as additional insureds, as respects the activities performed under this agreement.

The Center shall provide the parties to this agreement with certificates of insurance issued by its underwriters certifying such coverages. Such certificates shall provide that the participants shall be given thirty (30) days' written notice before such coverages are reduced or terminated.

12. Any part may withdraw from this Agreement by adoption of a resolution by

its governing body, and by provision of thirty (30) day advance written notice of withdrawal to the Board of Directors. This Agreement and the Center may be terminated effective not sooner than ninety days after adoption of a resolution to that effect by two-thirds of the public agencies participating in the Agreement; or, if there are only two such agencies, by either.

13. Upon termination of the Agreement, any Center property acquired under this Agreement shall be distributed among the parties hereto as the Board of Directors may determine.

14. Upon termination of this Agreement, any surplus money in the possession of the Center after the payment of all costs, expenses and charges validly incurred under this Agreement shall be returned to the parties in proportion to their respective contributions, to be determined by the Board of Directors at the time of termination.

15. The staff of the Center shall be responsible to the Board of Directors for the operation of the Center and for the various training programs presented. Contracts of Center staff who are employed on contract shall be renewed by agreement of the Board of Directors. Center performance shall be subject to review by the Board of Directors.

16. This Agreement may be amended at any time upon adoption of a resolution to that effect by two-thirds of all member agencies. If there are only two such agencies, amendments may be made at any time by unanimous consent.

Should any part, term, portion or provision of this Agreement be deemed by the courts to be illegal or in conflict with any law on the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under their hands and seals.

County of Napa

James H. [Signature]
Name

Chairman, Board of Supervisors

Title

October 31, 1978

Date

Attest:

Conse del Jmso
Name

Title

Date

City of Davis

Thomas J. Zonari
Name

MAYOR
Title

1/3/79
Date

City of Dixon

Dan R. Harris
Name

City Manager
Title

12-28-78
Date

City of Fairfield

Booy F. H.
Name

Mayor
Title

2-1-79
Date

City of Stockton

Gerald D. Davenport
Name

CITY MANAGER
Title

DECEMBER 21, 1978
Date

City of Suisun City

Robert D. Brund
Name

CITY ADMINISTRATOR
Title

JAN. 27 1979
Date

Attest:

Howard P. Rice
Name

CITY CLERK
Title

1-2-79
Date

Micro Fiched

Name

Title

Date

Colin G. Withers
Name

Clerk
Title

2-1-79
Date

Donna Jarrett
Name

CITY CLERK
Title

DECEMBER 21, 1978
Date

Barbara J. Allen
Name

Administrative Secretary
Title

JANUARY 29 1979
Date

City of Vacaville

Walter J. Jackson
Name

City Manager
Title

August 23, 1978
Date

City of Woodland

Thos. A. Peterson
Name

City Manager
Title

November 8, 1978
Date

County of Yolo

William H. Edmund
Name

CHAIRMAN, BOARD OF SUPERVISORS
Title

December 11, 1978
Date

Attest:

Carrie L. Dyer
Name

City Clerk
Title

August 23, 1978
Date

Micro Fiched

Thos. B. Hyatt
Name

Deputy City Clerk
Title

November 8, 1978
Date

Debra E. Conley
Name

Deputy County Clerk
Title

December 11, 1978
Date

OK
FILED

17
AUG 17 1978

LAURENCE P. HENIGAN, Clerk

By: *Barbara Polgas*
Deputy

1 AGREEMENT NO. 78-207

2 (Agreement for Emergency Shelter Foster Home)

3 THIS AGREEMENT, made and entered into this 15th day of
4 August, 1978, by and between the COUNTY OF YOLO, a political
5 subdivision of the State of California, (hereinafter referred to as
6 "COUNTY"), and HERMAN AND MARGARET PEREZ, (hereinafter referred to as
7 "PROVIDERS"),

8 WITNESSETH:

Micro Fiched

9 RECITALS:

- 10 1. COUNTY is desirous of making provisions for shelter care for children
11 requiring temporary or emergency care outside their own homes.
12 2. PROVIDERS represent that they possess the necessary qualifications to
13 carry out the desired provision of shelter care.
14 3. PROVIDERS agree to carry out the services for COUNTY described
15 herein, under the terms and conditions set forth in this agreement.

16 AGREEMENTS:

- 17 1. PROVIDERS shall make available in their home, on a twenty-four (24)
18 hour per day basis, two beds for children requiring temporary or
19 emergency shelter home care.
20 2. PROVIDERS shall obtain and keep current a foster home license, and
21 shall comply with all State regulations concerning foster home care.
22 3. PROVIDERS shall receive at any hour of the day or night, seven (7)
23 days per week, up to two children between the ages of 0-18 years, who
24 have been taken into temporary custody as neglected, abused, destitute, or
25 homeless children.
26 4. PROVIDERS shall refuse to accept children who are in need of

1 immediate emergency medical care. PROVIDERS may also refuse to accept
2 children who are violent or who are known fire-setters. PROVIDERS may not
3 refuse children with colds, flu, or other chronic illnesses not requiring
4 emergency care.

5 5. PROVIDERS shall make an initial inventory of all personal property in
6 possession of each child received, and mark those items to assure their
7 return to the child when the placement terminates. **Micro Fiched**

8 6. PROVIDERS shall keep on-going records, on forms provided by COUNTY,
9 on all removals from and returns to the home of each child during the
10 placement, and any other information requested by COUNTY. All records
11 concerning children shall be kept confidential.

12 7. PROVIDERS shall not permit any children in their care to be removed
13 from their home by third parties, without the express consent of the social
14 worker in each instance.

15 8. PROVIDERS shall permit visitation by parents of the children in their
16 care, between the hours of 10:00 a.m. and 9:00 p.m. All visitation is to be
17 by appointment and with the approval of the social worker in charge.

18 9. PROVIDERS shall cooperate with Yolo County Department of Social
19 Services staff and other community resources in developing, coordinating,
20 and implementing a treatment/casework plan in the best interest of each
21 child.

22 10. PROVIDERS shall provide transportation to all Court appearances.
23 doctors and dentists appointments, school, and other places as necessary.
24 PROVIDERS shall have a valid California drivers license, and maintain
25 automobile public liability insurance in at least the minimum amounts
26 required by law.

1 11. PROVIDERS shall make all necessary arrangements for school registra-
2 tion for each child.

3 12. PROVIDERS shall provide each child placed with care appropriate to
4 the child's needs, including room and board, recreation, available public
5 education, necessary clothing, and medical and dental care. COUNTY shall
6 pay for the necessary clothing, medical, and dental care, and other special
7 needs. PROVIDERS shall further provide substitute parenting appropriate to
8 each child, including training, constructive discipline, and supervision by
9 a responsible adult.

Micro Fiched

10 13. PROVIDERS shall make all necessary arrangements for hiring back-up
11 help. All such help must be at least twenty-one (21) years of age and be
12 approved by the County Department of Social Services.

13 14. PROVIDERS shall remain in contact with the COUNTY Communications
14 Operator at all times, except during periods of vacation and week-ends off
15 as provided herein.

16 15. PROVIDERS shall abide by the Civil Rights Act of 1964, and any other
17 Federal or State legislation which prohibits discrimination on the basis of
18 sex, race, religion, handicap or ethnic background in the hiring of
19 employees or in providing services under this agreement.

20 16. PROVIDERS shall be responsible for the selection and procurement of
21 necessary supplies, food, clothing and incidentals, for maintenance of safe
22 and sanitary standards in their home, and for provision of healthful
23 nutrition to each child. COUNTY will provide the initial supply of special
24 needs, such as diapers; however, PROVIDERS will be responsible for
25 maintaining such supplies.

26 17. PROVIDERS shall have one week-end off per month. During this

1 \$16.00 for two children.

2 22. It is specifically understood that PROVIDERS are independent contrac-
3 tors and are not subject to the direction and control of COUNTY except as to
4 final result. PROVIDERS shall be solely liable and responsible to pay all
5 required taxes and other obligations, including, but not limited to,
6 withholding and social security. PROVIDERS agree to indemnify and hold
7 COUNTY harmless from any liability which it may incur to the Federal or
8 State government as a consequence of this contract. **Micro Fiched**

9 23. The term of this agreement shall be for a period of six (6) months,
10 beginning on August 1, 1978, and ending on January 31, 1979. This writing
11 contains all of the terms agreed upon by the parties. No other
12 understandings, oral or otherwise, regarding this agreement shall be
13 deemed to exist or to bind any of the parties hereto. This agreement may be
14 amended, modified, or terminated by consent of the parties, in writing. It
15 may be terminated by either party upon sixty (60) days' notice or by the
16 COUNTY without notice for violation by PROVIDERS of any term or condition
17 of this agreement. Any assignment of this agreement shall require prior
18 written consent of COUNTY. Such consent, once given, shall not be deemed
19 to waive the requirement of consent by COUNTY for any subsequent
20 assignments.

21 IN WITNESS WHEREOF, the parties hereto have executed this agreement
22 the 15th day of August, 1978.

23 COUNTY OF YOLO, a political subdivision of the
24 State of California

25 *Arthur W. Edwards*
26 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

8-17-78



1 ATTEST:

2 LAWRENCE P. HENIGAN, CLERK

3 BY: Barbara Rodgers
4 Deputy

5 (SEAL)

6 Micro Fiched

7 PROVIDERS:

8 Herman Perez
9 HERMAN PEREZ

10 Margaret E. Perez
11 MARGARET PEREZ

12 APPROVED AS TO FORM
13 CHARLES R. MACK
14 COUNTY COUNSEL

15 By Elizabeth A. Frile
16 DEPUTY COUNTY COUNSEL

STANDARD AGREEMENT

YOLO COUNTY AGREEMENT NO. 78-208

B.K.

THIS AGREEMENT is made and entered into this 1st day of July, 1978, by and between State of California, through its Department of Social Services, and the County of Yolo, California, as follows:

STATE OF CALIFORNIA, COUNTY OF YOLO

AGENCY

Director

Department of Social Services

Yolo County

CITIZENSHIP: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Micro Fiched

The Department of Social Services hereinafter referred to as DSS and the County of Yolo, hereinafter referred to as County, enter into this Agreement, pursuant to Section 1511 of the Health and Safety Code for the purpose of establishing the county as the entity responsible for performing licensing functions with respect to specified types of community care facilities which are located within the geographical area of the county.

1. The County shall:

- A. Perform the licensing functions described in Attachment I, which is attached hereto and incorporated in this contract as though it were fully set forth herein, for all community care facilities within geographic area of the counties which are subject to licensing under DSS regulations relating to the following community care facility licensing categories as described in Attachment III which is attached and hereby incorporated by this reference:

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

CLERK
Department of Social Services
AUTHORIZED SIGNATURE
TITLE
Deputy Director

CONTRACTOR OF OTHER THAN AN INDIVIDUAL, FIRM, PARTNERSHIP, OR CORPORATION
Yolo County
BY AUTHORIZED SIGNATURE
TITLE
CHAIRMAN BOARD OF SUPERVISORS
ADDRESS
COUNTY OF YOLO, CALIFORNIA

QUANTITY OF SHEETS
Department of General Services
Use ONLY
AMOUNT ENCUMBERED
\$ 52,263.00
UNENCUMBERED BALANCE
ENCUMBERING ENCUMBRANCE
ENCUMBERING ENCUMBRANCE

APPROPRIATION
ITEM
CHAPTER
STATUTE
FISCAL YEAR
FUNCTION
LINE ITEM

RECEIVED

FILED

MAY - 5 1979

MAY - 7 1979

PETER McNAMEE, Clerk

PETER McNAMEE, Clerk

By Deputy

By Deputy

SIGNATURE OF CLERK

DATE

STANDARD AGREEMENT

YOLO COUNTY AGREEMENT NO. 78-208

☐ CONTRACTOR
☐ STATE AGENCY
☐ COUNTY AGENCY
☐ COUNTY CLERK

CHU 110470

THIS AGREEMENT is made and entered into this 1st day of July, 1978, in the State of California, by and between State of California, through its duly authorized and acting

STATE OF CALIFORNIA, COUNTY OF YOLO

AGENCY

Director

Department of Social Services

RECEIVED

2/18/78

Resident Office of State and

Yolo County

Resident Office of State and

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinbefore expressed, does hereby agree to furnish to the State services and materials, as follows:

set forth herein to be rendered by Contractor, except to be paid Contractor, for performance or completion, and attach plans and specifications, if any.

Micro Fiched

The Department of Social Services hereinafter referred to as DSS and the County of Yolo, hereinafter referred to as County, enter into this Agreement, pursuant to Section 1511 of the Health and Safety Code for the purpose of establishing the county as the entity responsible for performing licensing functions with respect to specified types of community care facilities which are located within the geographical area of the county.

1. The County shall:

- A. Perform the licensing functions described in Attachment I, which is attached hereto and incorporated in this contract as though it were fully set forth herein, for all community care facilities within geographic area of the counties which are subject to licensing under DSS regulations relating to the following community care facility licensing categories as described in Attachment III which is attached and hereby incorporated by this reference:

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

CLERK
Department of Social Services
AUTHORIZED SIGNATURE
Peter McNamee
TITLE
Deputy Director

CONTRACTOR OF OTHER TYPE (S) INCLUDES: (SEE INSTRUCTIONS) COMPANY OR PARTNERSHIP, ETC.
Yolo County
BY AUTHORIZED SIGNATURE
D
TITLE
CHAIRMAN BOARD OF SUPERVISORS
ADDRESS
COUNTY OF YOLO, STATE OF CALIFORNIA

DESCRIPTION OF SHEETS
Department of General Services
Use ONLY
AMOUNT INCURRED
\$ 52,268.00
AMOUNT INCURRED BALANCE
\$ 0.00
AMOUNT INCURRED BALANCE
\$ 0.00
AMOUNT INCURRED BALANCE
\$ 0.00

APPROPRIATION
ITEM
CHAPTER
STATUTE
FISCAL YEAR
FUNCTION
LINE ITEM AND FUND

RECEIVED

FILED

PETER McNAMEE, Clerk

By Deputy

I hereby certify, upon my own personal knowledge that the foregoing is a true and correct copy of the original and is available for the period and purpose of the expenditure of funds.
SIGNATURE OF ACCOUNTING CLERK
PETER McNAMEE, Clerk
By Deputy
I hereby certify that all facilities have been inspected and found to be in compliance with the Department of Social Services regulations and that the same are exempt from review by the Department of Social Services.
SIGNATURE OF CLERK SIGNING ON BEHALF OF THE AGENCY

APPROVED AS TO FORM
COUNTY CLERK
COUNTY CLERK
COUNTY CLERK

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

Micro Fiched

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

42 44 42 | 21 E
JAN 27 1968
BOARD
SECRET

Small Family Home Children - Non-Target Groups Only;
 Small Family Home Adults - Non-Target Groups Only;
 Large Family Home Children - Non-Target Groups Only;
 Large Family Home Adults - Non-Target Groups Only;
 Family Day Care Home Children - Non-Target Groups Only.

- B. Implement and enforce all laws and regulations pertaining to the licensing of the categories of facilities specified in paragraph 1A.
- C. Implement and comply with all procedures established by DSS including, but not limited to, procedures relating to the use of specified forms, procedures relating to the reporting of licensing statistics or information and procedures directed toward correcting deficiencies in the county's compliance with the duties described in paragraphs 1A and 1B.
- D. Furnish the necessary accommodations, materials and equipment to perform the duties described in paragraphs 1A, 1B and 1C.
- E. Employ and train staff of adequate number and qualifications to perform the duties described in paragraphs 1A, 1B, and 1C.
- F. Permit DSS to inspect, review or otherwise monitor all activities, procedures, records, reports or forms related to the performance of the duties described in paragraphs 1A, 1B and 1C.

Micro Fiched

II. DSS shall:

- A. Provide to the county copies of all regulations, policies, procedures and forms related to the duties of the county described in paragraphs 1A, 1B and 1C.
- B. Assist the county in training the staff described in paragraph 1E.
- C. Reimburse the county for the administrative expenditures incurred in the performance of the duties described in paragraph 1A. Reimbursement shall be made, in arrears, at the end of each quarter upon submission of the forms specified by DSS. For the period July 1, 1978 through June 30, 1979, the total amount payable to the county under this contract shall not exceed \$52,268.00.

In executing this agreement, the county understands that the State reimbursement is funded exclusively from funds appropriated in Item 274(L) of the Budget Act of 1978. No funds for reimbursement under this contract shall be derived from any other source, including funds allocated as Title XX Other Social Services. Funds previously allocated to the county in fiscal year 1977/78 as Title XX Other Social Services and expended for Social Services licensing will be deleted from the 1978-79 Title XX Other Social Services allocation and reimbursed from funds appropriated in Item 274(L) of the Budget Act of 1978.

- D. Retain the right to perform any or all of the duties described in paragraph 1A with respect to any community care facility in which the safety, physical or mental health, or financial security of the residents appears to be threatened. DSS will advise the county of any action taken pursuant to this paragraph.

III. General Provisions

- A. This contract shall be effective July 1, 1978 and shall terminate on June 30, 1979 except that, at the option of BSS, this contract shall be extended for a period ending 90 days after the county notifies BSS in writing that it intends not to continue its licensing activities with respect to some or all of the community care facilities specified in paragraph 1A. In the event that this contract is extended pursuant to this paragraph, reimbursement of county administrative expenditures shall be limited to actual expenditures not to exceed one three hundred and sixty-fifth (1/365) of the amount specified in paragraph 11C for each day of the extension. **Micro Fiched**
- B. It is mutually agreed that if the Budget Act of 1978 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event, BSS shall have no liability to pay any funds whatsoever to the county, or to furnish any other considerations under this contract and the county shall not be obligated to perform any provisions of this agreement.
- C. In order to avoid any conflict of interest, it is mutually agreed that BSS will perform all licensing activities for any facility specified in paragraph 1A which is owned in whole or in part or operated by the county or by any officer or employee of the county who performs duties pursuant to this contract. The county shall provide BSS with all records, files or other information related to the licensing of facilities described in this paragraph.
- D. In the event that licensing activities with respect to facilities specified in paragraph 1A are transferred to the county as a result of this agreement or to BSS as a result of a termination of this agreement, it is mutually agreed that all records relating to the licensure of facilities subject to such transfer shall be provided to the party assuming the licensing activity. In addition, the party losing the licensing activity shall provide reasonable assistance to the party assuming the licensing activity in completing applications, investigations, and legal actions initiated prior to the transfer.
- E. The reverse side of the Standard Agreement (STD. 2) is made part of this contract by reference.
- F. The Fair Employment Practices/Civil Rights Addendum attached hereto as Attachment II is made a part of this contract by reference.

This is to certify that this contract has been reviewed and meets requirements of the department.

APPROVED

DATE

9/25/78

Authorized Signature

I hereby certify that this Personal Service contract is exempt from State Personnel Board Approval, as per SAM 1203.

Date

9/25/78

Authorized Signature

COMMUNITY CARE PROGRAM ACTIVITIES

1. PRE-APPLICATION

1. The response to inquiries from persons desiring information about licensing.
2. The preparation, scheduling and completion of group/individual orientation meetings to discuss:
 - a. The law and regulations governing the licensing of community care facilities;
 - b. The application process;
 - c. The roles and responsibilities of the licensing, placement and other agencies involved in licensing and operation of community care facilities; and
 - d. The rights and responsibilities of the applicant.
3. The in-office screening of applicants.

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2. APPLICATION

1. The provision of applications, forms, and program information to potential applicants.
2. The preparation of case files for new applicants or review of the case files of previously licensed applicants.
3. The receipt of a written application and supporting documents from applicants.
4. The receipt of verifying documents, including but not limited to:
 - a. Fingerprinting clearances;
 - b. Character and financial references; and
 - c. Fire, medical, and sanitation clearances.
5. A site visit(s) to determine that the physical plant complies with regulations.
6. Interview(s) with the applicant to discuss:
 - a. The legal requirements for licensing;
 - b. The application process and required forms;

- c. The applicant's objectives, financial resources, plans for meeting regulation requirements, and suitability for licensing;
 - d. The availability of community resources;
 - e. Suggestions of alternative strategies for meeting regulation requirements;
 - f. Program, management and physical plant deficiencies; and
 - g. Development of a plan to correct all deficiencies.
- 7. Communication with the applicant throughout the application process regarding the application status.
 - 8. Evaluation of all documentation obtained to determine acceptability for licensure.
 - 9. Issuance of a license and special permits, as necessary.

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3. INVESTIGATION OF COMPLAINTS

- 1. The receipt of the complaint.
- 2. A review of the case file to determine the facility's history of compliance with regulations.
- 3. Interviews with appropriate agencies or individuals to determine the facts.
- 4. The completion of a site inspection(s) visit within 10 days to:
 - a. Verify the legitimacy of the complaint;
 - b. Identify regulation deficiencies; and
 - c. Discuss the complaint allegations and findings with the licensee.
- 5. The development of a corrective action plan.
- 6. Communication with placement agencies, parents, family, neighbors, or other parties, as well as the licensee, to notify them of the complaint or obtain substantiating evidence.
- 7. The documentation of all findings, identified deficiencies, corrective action plans, and evidence developed during the investigation.
- 8. Utilization of the above as they relate to unlicensed facilities.

4. PERIODIC EVALUATION

- 1. The completion of a periodic comprehensive site inspection visit for each facility. For child day care facilities the site inspection visit shall be completed not less than once every two years. For all other facilities, the visit shall be completed annually. The visit shall include:

- a. A determination that compliance with regulations is being maintained;
 - b. The receipt of evaluations of the facility from placement workers, parents, or other parties;
 - c. Consultation with the licensee regarding compliance with regulations and improvement of the facility operation;
 - d. The identification of regulation deficiencies; and
 - e. The development and issuance of a corrective action plan.
2. The documentation of site inspection visits.
3. The completion of follow-up visits as necessary to evaluate implementation of the corrective action plan.

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5. LEGAL AND ADMINISTRATIVE REMEDIES

- 1. The completion of informal conferences to discuss serious problems or the lack of implementation of corrective action plans, and the intention of the licensing agency to deny (or revoke) the application (license) if deficiencies are not corrected.
- 2. Notification to the applicant (licensee) of the intent to deny (revoke) the application (license) and the applicant's (licensee's) rights of appeal.
- 3. The preparation of the request for legal action and supporting materials as required by the State Department, local district attorney or Attorney General.
- 4. Appearances at formal/informal hearings and all court actions regarding these matters.
- 5. Assessment of civil penalties against facilities as appropriate.
- 6. Utilization of all of the above as they relate to unlicensed facilities.

6. OTHER LICENSING ACTIVITIES

- 1. The publication and distribution of a list(s) of licensed facilities.
- 2. The maintenance and purging of case files which document all significant actions, findings, and communication relating to the licensing of each facility.
- 3. The compilation, review and reporting of data required for state and local data systems.
- 4. The training of staff in operation of the licensing program.
- 5. Travel to accomplish any of the above.

7. RENEWAL LICENSING

1. The receipt and review of the renewal application and, as appropriate, verifying documents.
2. Evaluation of all documentation obtained to determine compliance with regulations and acceptability for continued licensure.
3. Issuance of a license.
4. The termination of a license if the renewal application is not submitted by the renewal deadline.

8. COORDINATION AND LIAISON

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1. The communication of licensing-related information to placement agencies and other appropriate public agencies and private parties, that is unrelated to a specific facility activity as referenced above.
2. The referral of questions which are not specifically related to licensing to placement agencies, and other appropriate public agencies, and private parties.

FAIR EMPLOYMENT PRACTICES/CIVIL RIGHTS ADDENDUMFair Employment Practices

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

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Civil Rights

1. Pursuant to state and federal law, the Contractor shall provide all services, financial aid and benefits without regard to race, color, national origin, political affiliation, religion, marital status, or sex.
2. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Contractor agrees that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

Remedies for Willful Violation

1. The State may determine a willful violation of the Fair Employment Practices provision of this addendum to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
2. For willful violation of the Fair Employment Practices/Civil Rights provisions, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

For purposes of this Agreement TARGET GROUP means mentally disordered, developmentally disabled, or physically handicapped persons only.

Group Home - Children -

"Group Home - Children" means a 24-hour facility of any capacity that provides services in a group setting to children who need care and supervision. (The clients served are limited to target groups only.)

Group Home - Adults -

"Group Home - Adults" means a 24-hour facility of any capacity that provides services in a group setting to adults who need or desire care and supervision.

Small Family Home - Children -

"Small Family Home - Children" means the family residence of the licensee in which care and supervision are provided for not more than six (6) children, exclusive of members of the licensee's family.

(The individual county contract should specify "Non-Target group only" unless target populations are served.)

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Small Family Home - Adults

"Small Family Home - Adults" means the family residence of the licensee in which care and supervision are provided for not more than six (6) adults, exclusive of members of the licensee's family.

Large Family Home - Children

"Large Family Home - Children" means the family residence of the licensee in which care and supervision is provided for seven (7) through twelve (12) children, exclusive of members of the licensee's family.

(The individual county contract should specify "Non-Target group only" unless target populations are served.)

Large Family Home - Adults

"Large Family Home - Adults" means the family residence of the licensee in which care and supervision are provided for seven (7) through fifteen (15) adults, exclusive of members of the licensee's family.

Small Family Day Home - Adults

"Small Family Day Home - Adults" means the family residence of the licensee in which care and supervision are provided for not more than six (6) adults, exclusive of members of the licensee's family, during a portion of the day.

Large Family Day Home - Adults -

"Large Family Day Home - Adults" means the family residence of the licensee in which care and supervision are provided, during a portion of the day, for seven (7) through fifteen (15) adults, exclusive of members of the licensee's family.

Micro Fiched**Family Day Care Home - Children -**

"Family Day Care Home - Children" means a family residence in which care is provided for a portion of the day for either, but not both, of the following:

- (1) not more than 5 children, including the family day-care mother's own children under age 16, when the age range of the day care children is infancy through 6.
- (2) not more than 6 children, including the family day-care mother's own children under age 16, when the age range of the day care children is three through eighteen.

(The individual county contracts should specify "Non-Target groups only" unless target populations are served.)

Social Rehabilitation Center

"Social Rehabilitation Center" means a facility of any capacity that provides services in a group setting during a portion of the day to adults who currently or potentially are capable of meeting their life support needs independently, but who temporarily need assistance, guidance or counseling.

Special Day Care Home - Children

"Special Day Care Home - Children" means a family residence in which day care only is provided for 7-10 children including the day-care mother's own children under age 16 when the age range of the day care children is aged three through eighteen.

Exception: An exception to these age groupings is allowed when siblings are placed in the same home. However, the total number of children in the home shall not exceed the number specified in Section 30019 (a) and (b).

(The individual county contracts should specify "Non-Target groups only" unless target populations are served.)

XEROX
CERTIFIED COPY

BOARD OF SUPERVISORS
Yolo County, California

To:

Date: October 17, 1978

Entry No. 1

Item 177

File:

Micro Fiched

SEE:
AGREEMENT BOOK NO. 47
RESOLUTION BOOK NO. 20

MINUTE ORDER NO. 78-761: ACTED ON THE ITEMS ON THE CONSENT CALENDAR THAT APPEARED ON THE BOARD OF SUPERVISORS' AGENDA FOR OCTOBER 17, 1978, AS FOLLOWS:

- 1- APPROVED MINUTES OF THE BOARD OF SUPERVISORS MEETING FOR OCTOBER 6, AND 10, 1978, AS PREPARED BY THE CLERK, EXCEPT THAT RESOLUTION NO. 78-157, BE INSERTED BEFORE MINUTE ORDER NO. 78-760, REGARDING ERNIE SMITH'S RETIREMENT AS CHIEF OF THE CAPAY FIRE PROTECTION DISTRICT, AND AUTHORIZING THE CHAIRMAN TO SIGN THE RESOLUTION. THE CLERK WAS AUTHORIZED TO MAKE THE FOLLOWING CHANGE IN MINUTE ORDER NO. 78-749, THE LAST PART OF ITEM NO. 17 TO REFLECT THE TITLE OF THE CERTIFICATION OF COMPLIANCE WITH CHILD CARE MAINTENANCE OF EFFORT REQUIREMENT DOCUMENT, AND ADD "PURSUANT TO CHAPTER 359 OF THE BUDGET ACT OF 1978 AND EDUCATION CODE 8394."
- 2- APPROVED THE AUDITOR'S GENERAL WARRANT REGISTERS TO BE PAID.
- 3- ACKNOWLEDGED RECEIPT OF CORRESPONDENCE AND INSTRUCTED THE CLERK TO DESTROY CORRESPONDENCE THAT IS DETERMINED NOT TO BE NECESSARY FOR FILING PURPOSES AFTER 30 DAYS.
- 4- APPROVED THE REQUEST OF JON WILSON TO USE THE OLD COUNTY JAIL TO FILM A MOVIE, ON CONDITIONS OF OBTAINING THE PROPER INSURANCE AND THAT THE FILMING BE DONE DURING THE WEEK, SO THAT SOMEONE IS AVAILABLE IN THE EVENT OF UNFORESEEN PROBLEMS.
 - B- APPROVED JOB SPECIFICATIONS FOR THE SENIOR MANPOWER COORDINATOR/ MANPOWER COORDINATOR, MANPOWER ANALYST II, MANPOWER ANALYST I, AND ASSISTANT MANPOWER ANALYST, AS FILED WITH THE CLERK.
- 7- DIRECTED THE AUDITOR-CONTROLLER TO DRAW A WARRANT IN FAVOR OF THE JOINT COMMISSION ON ACCREDITATION OF HOSPITALS, CHICAGO, ILLINOIS, IN THE AMOUNT OF \$135.00. THE SAME TO BE CHARGED TO PURCHASE ORDER NO. 10787, AND REQUISITION NO. 3845, FOR THE YOLO GENERAL HOSPITAL.
- 8- TOOK THE FOLLOWING ACTIONS FOR THE OFFICE OF EMERGENCY SERVICES IN YOLO COUNTY:
 - A- AUTHORIZED MILTON C. IANE, JR., TO WORK AS DEPUTY DIRECTOR OF EMERGENCY SERVICES HALF-TIME FOR TWELVE (12) MONTHS.
 - B- AUTHORIZED MARIANNA PARIS TO WORK HALF-TIME ON EMERGENCY SERVICES ACTIVITIES.

- C- AUTHORIZED THE DIVISION TO BE PLACED UNDER THE COUNTY ADMINISTRATIVE OFFICE.
- D- INSTRUCTED THE CLERK TO SEND A COPY OF THESE ACTIONS TO THE STATE OF CALIFORNIA OFFICE OF EMERGENCY SERVICES.
- 9- APPROVED AGREEMENT NO. 78-304, WITH YOLO SPORTSMEN'S ASSOCIATION, TO LEASE ADDITIONAL COUNTY LANDS UNDER THE TERMS AND CONDITIONS OF AGREEMENT NO. 68-43 AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.
- 10- RESOLUTION NO. 78-158, AMENDING SALARY RESOLUTION NO. 77-46, FOR THE COUNTY CLERK-ELECTIONS OFFICE AND THE PUBLIC HEALTH DEPARTMENT, WAS PASSED AND ADOPTED. THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN THE RESOLUTION. Micro Fiched
- 11- AUTHORIZED THAT FUNDS TOTALING \$83,571.36 BE RELEASED FROM IMPOUND TO THE COUNTY, AS COUNTY COUNSEL'S RECOMMENDATION STATES THAT PACIFIC INTERNATIONAL RICE MILLS INC., HAVE DISMISSED THE ACTION.
- 12- INSTRUCTED THE CLERK TO REFER THE LETTER FROM STANDARD GAS COMPANY, REGARDING A REQUEST FOR A GRANT OF FRANCHISE, TO THE DIRECTOR OF PUBLIC WORKS AND THE COUNTY COUNSEL FOR RECOMMENDATIONS.
- 13- AUTHORIZED THE CLERK TO MAKE A CORRECTION IN MINUTE ORDER NO. 78-672, ITEM #4, TO READ "SUBDIVISION MAP NO. 2616" INSTEAD OF "SUBDIVISION MAP NO. 2216."
- 14- TOOK THE FOLLOWING ACTIONS REGARDING A LEAVE OF ABSENCE FOR MARILYN KUNZ OF THE DEPARTMENT OF SOCIAL SERVICES:
- A- AUTHORIZED THAT MRS. MARILYN KUNZ BE REIMBURSED FOR 180 1/2 HOURS ACCUMULATE SICK LEAVE TO COVER THE TIME PERIOD OF MAY 13, 1977 THROUGH JUNE 16, 1977
- B- AMENDED MINUTE ORDER NO. 77-540 TO AUTHORIZE MRS. KUNZ, SOCIAL WORKER SUPERVISOR I, A LEAVE OF ABSENCE WITHOUT PAY FROM JUNE 16, 1977 THROUGH JULY 4, 1977.
- 15- APPROVED PROVISIONAL APPOINTMENT OF MRS. JUDITH TAMBLYN TO FILL A VACANT PHARMACIST POSITION AT THE YOLO GENERAL HOSPITAL ON RANGE 30.0, STEP E, \$1695.00 PER MONTH.
- 16- APPROVED THE FOLLOWING AGREEMENTS FOR THE MENTAL HEALTH SERVICES AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN EACH AGREEMENT:
- A- AGREEMENT NO. 78-305, WITH SUICIDE PREVENTION OF YOLO COUNTY, INC., TO PROVIDE FUNDS FOR SERVICES IN YOLO COUNTY.
- B- AGREEMENT NO. 78-306, WITH WOODLAND MEMORIAL HOSPITAL TO PROVIDE PSYCHIATRIC HOSPITAL SERVICES AND PSYCHIATRIST SERVICES.
- C- AGREEMENT NO. 78-306-A, WITH THE DAVIS MENTAL HEALTH CORPORATION (SINAYA HOUSE) TO PROVIDE FUNDS FOR A RESIDENTIAL HALFWAY HOUSE.
- ✓ 17- AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO INITIAL THE CHANGE IN AGREEMENT NO. 78-208, FOR COMMUNITY CARE LICENSING, TO REFLECT THE REVENUE FROM \$45,075 TO \$52,268.
- 18- APPROVED THE REALLOCATION OF THE POSITION, DIRECTOR OF ADMINISTRATIVE SERVICES, ASSIGNED TO THE SHERIFF'S DEPARTMENT, TO AN ADMINISTRATIVE OFFICER II. THE COUNTY COUNSEL WAS INSTRUCTED TO PREPARE AN AMENDMENT TO THE SALARY RESOLUTION TO BE ADOPTED AT A LATER DATE.
- 19- ACCEPTED THE BID OF ARONS BUILDING WRECKING CO. FOR THE DEMOLITION AND REMOVAL OF THE MADISON BRIDGE, WORK ORDER NO. 4329, IN THE AMOUNT OF \$16,410.00, AS FILED WITH THE CLERK, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN AGREEMENT NO. 78-307, WHEN IT IS PRESENTED FOR SIGNATURE. THE BOARD ALSO APPROVED AUDITOR'S TRANSFER OF FUNDS NO. 13, TO PROVIDE FUNDS FOR THIS PROJECT.

- 20- APPROVED WORK ORDER NO. 4330 IN ACCORDANCE WITH A COPY FILED WITH THE CLERK, FOR THE RECONSTRUCTION OF A PORTION OF COUNTY ROAD NO. 5, FROM COUNTY ROAD 89 TO 2.3 MILES EAST OF COUNTY ROAD 89; AUTHORIZED THE PROJECT TO BE INCLUDED IN THIS YEAR'S FORCE ACCOUNT WORK PROGRAM; AND APPROVED THE PURCHASE OF GRAVEL FROM MR. COTTER AT 25¢ A CUBIC YARD TO BE USED ON THE PROJECT.
- Micro Fiched
- 21- RESOLUTION NO. 78-159, RESCINDING RESOLUTION NO. 78-139 AND REVISING FEES FOR DISPOSAL OF WASTE MATERIALS AT THE YOLO COUNTY CENTRAL LANDFILL FACILITY WAS PASSED AND ADOPTED. THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN THE RESOLUTION.
- 22- ACCEPTED THE YOLO COUNTY DEPARTMENT OF AGRICULTURE ANNUAL REPORT FOR 1977-78 AS FILED WITH THE CLERK.
- 23- RESOLUTION NO. 78-160, AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN A JOINT USE AGREEMENT FOR ELKHORN REGIONAL PARK, TO BE IDENTIFIED AS AGREEMENT NO. 78-308, WAS PASSED AND ADOPTED. THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN THE RESOLUTION.
- 24- ACCEPTED THE YOLO COUNTY PARKS AND RECREATION DEPARTMENT ANNUAL REPORT FOR THE FISCAL YEAR 1977-78 AS FILED WITH THE CLERK.
- 24A- SETS OCTOBER 31, 1978, AT 9:45 A.M. AS THE DATE AND TIME TO CONSIDER A PROPOSED RESOLUTION GOVERNING THE RIGHTS OF CERTAIN PEACE OFFICERS TO PARTICIPATE IN AN EMPLOYEE ORGANIZATION.
- 24B- APPOINTED SUSAN COHEN BYRNE, P.O. BOX 320, ESPANTO, CALIFORNIA, TO THE WELFARE ADVISORY COMMITTEE.

Upon motion of Supervisor Marchand, seconded by Supervisor Thompson, and duly carried, the above Resolution and Agreement were passed, approved and adopted

by the following vote:

Ayes: Duncan, Barton, Thompson, Marchand, Edmonds.

Noes: None.

Absent: None.

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

I, LAURENCE P. HEDGECOCK, County Clerk and ex-officio Clerk of the Board of Supervisors, do and for the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of the Resolution or Minute Order made by the Board of Supervisors, as the same appears upon the minute book.

Witness my hand and seal of said Board of Supervisors affixed this 31st day of October, 1978.
LAURENCE P. HEDGECOCK, County Clerk and Ex-officio Clerk of the Board of Supervisors

Laurence P. Hedgcock

STANDARD AGREEMENT —
STATE OF CALIFORNIA
JULY 1, 1977

YOLO COUNTY AGREEMENT NO. 78-209

APPROVED BY THE
ATTORNEY GENERAL

APPROVED AS TO FORM

CHARLES R. MACK, CLERK
COUNTY COUNSEL

By *[Signature]*
DEPUTY COUNTY COUNSEL

THIS AGREEMENT, made and entered into this 1st day of July, 1978, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Deputy Director	Department of Health (Dept. of Health Services)	78-62394

hereafter called the State, and
County of Yolo

hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, pursuant to Chapter 1252 (SB 363), Statutes of 1977, Department of Health Services succeeds to and is vested with all the duties, powers, purposes, responsibilities and jurisdiction of the program as they relate to this contract as of July 1, 1978; and

WHEREAS, this contract is entered into pursuant to that certain memo from the Secretary, Health and Welfare Agency, and the Director of the Department of Finance, jointly to the Director of the Department of General Services pertaining to contracts entered into before July 1, 1978 but with an effective date on or after July 1, 1978; and **Micro Fiched**

WHEREAS, this letter is on file with the Director of the Department of General Services, who also approved this procedure;

THEREFORE, the parties agree as follows:

1. The Contractor shall provide family planning services to persons who voluntarily request such services and are certified as eligible according to procedures established by the State. Family Planning services shall be provided in accordance with the July 1, 1977 "Program Standards for Family Planning Services" published by the State, a copy of which.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
Department of Health (Dept. of Health Services)		County of Yolo			
AUTHORIZED SIGNATURE <i>[Signature]</i> Deputy Director Ron Kinsman, Chief Contract Management Section		BY <i>[Signature]</i> CHAIRMAN, BOARD OF SUPERVISORS COUNTY OF YOLO, Treasurer, Board House Woodland, CA 95659			
AMOUNT FINANCED (SEE)		APPROPRIATION		FUND	
\$ 18,750		Local Assistance		General	
GRANT LIMITS (SEE)		ITEM	CHARACTER	STATUS	FISCAL YEAR
		252 h	359	1978	1978-79
FUNCTION		"Funding subject to approval of the Budget Act of 1978"			
TIME PERIOD		810-230-36-00			
I hereby certify, upon my own personal knowledge, that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>					
I hereby certify that all conditions for exemption set forth in State Administrative Manual No. 100-1209 have been complied with and this document exempt from review by the Department of Finance.					
This agreement is EXEMPT from Dept. of Finance approval.					

OCT 3 1978

BY *[Signature]*

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fiched

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

FILED
OCT 12 1978
LAURENCE P. HENIGAN, Clerk
By *Barbara Radtke*
Deputy

County of Yolo

78-62394

has been provided to the Contractor.

2. The period of this contract shall be from July 1, 1978 through June 30, 1979. Award of this contract does not guarantee funding beyond this period.
3. The attached Exhibit "A"(F) entitled "Additional Provisions", consisting of five pages, is made a part hereof by this reference. Items 9 and 10 do not pertain to fee-for-service contractors. Micro Fiched
4. In consideration of the above services performed in a manner acceptable to the State, the State shall reimburse the Contractor not more frequently than monthly, after the provision of services, upon submission of a claim in format prescribed by the State, stating the time period covered and the contract number and agency name as indicated above, at rates not in excess of those published in the "Schedule of Maximum Allowances for Medical and Related Services in Family Planning Programs for all Counties", a copy of which has been provided to the Contractor. The Contractor further agrees to submit claims for reimbursement in accordance with the "Instructions for Completing and Mailing Billing Forms and Certification of Eligibility for Family Planning Services", a copy of which has been provided to the Contractor. The maximum amount payable hereunder by the State to the Contractor shall not exceed \$18,750.
5. Funds paid under this program must be used to further and augment the family planning program of the Contractor, and must be used in addition to funds received from other sources of support for this purpose and not as a substitute for them. Agencies shall be required to show that programs or caseloads have been appropriately expanded.
6. Charges of over \$90 for any individual, exclusive of facilitating services, in an 11-month period will not be reimbursed unless prior written authorization has been requested and received from the Office of Family Planning.
7. Billings for reimbursement for services provided under this contract shall be submitted to the State within three (3) months of the date services were provided.
8. Contractor shall report all family planning visits under this program on a form provided by the State, and agrees to comply with all reporting requirements established by the State to administer this program. Such reporting shall be done in accordance with "Reporting of Clinic Visits to the California Family Planning Reporting System - Revision I", a copy of which has been provided to the Contractor. Reimbursement under this contract is contingent upon full compliance with the reporting requirements.
9. If either party finds it undesirable to continue this Agreement, said Agreement may be terminated by either party upon 30 days written notice to the other party.
10. For the purposes of this Agreement, voluntary, non-emergency sterilization shall be excluded from the family planning services provided herein.

County of Yolo

78-62394

11. Eligible recipients are to meet the requirements of Section 10053.2 of the Welfare and Institutions Code and any applicable federal or State eligibility requirements. The State agrees to provide the Contractor with the instructions for certification of eligibility for family planning services and to notify the Contractor of any changes in eligibility requirements. **Micro Fiched**
12. All publications listed in above items refer to the versions most recently published by the Office of Family Planning and approved by the State, copies of which have been provided to the Contractor.
13. In the event that the State determines from invoices, performance reports or other information that the contract amount will not be fully depleted, the State may make an adjustment in the form of an amendment to decrease the total contract amount. The agency will be notified of any such proposed adjustments prior to implementation.
14. Contractor agrees to the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted program or activities, as detailed in regulations signed by the Secretary of HEW effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
15. The attached Exhibit "B" entitled "Prior to July 1, 1978 language" consisting of one page is incorporated herein and made a part hereof by this reference in recognition of both parties that the validity and effectiveness of this contract are conditioned upon the availability of funds in the Budget Act of 1978.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause. **Micro Fiched**

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance — provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

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(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

"Name of Vendor or Subcontractor agrees to maintain and preserve, until three years after termination of (Contractor's name)'s, agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

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(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) **Covenant Against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) **Inspection**

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) **Nondiscrimination in Services, Benefits, and Facilities**

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The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) **Procedure for Complaint Process**

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

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The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

Prior to July 1, 1978 Language

- (1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1978 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1978. Micro Fiched
- (2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1978, for the fiscal year 1978-79 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.
- (3) It is mutually agreed that if the Budget Act of 1978 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

RECEIVED

JUN 24 1980

YOLO COUNTY AGREEMENT No. 78-210

By: _____
DEPUTY COUNTY COUNCIL

COUNTY CLERK entered into this _____ 1st day of July, 1978, before the State of California, through its duly elected or appointed,
BOARD OF SUPERVISORS

NAME OF AGENCY SERVING FOR STATE	AGENCY	NUMBER
Deputy Director	Department of Health (Health Services)	78-62113
County of Yolo (Health Department)		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
4 full service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, pursuant to Chapter 1252 (SB 363), Statutes of 1977, Department of (Health Services) succeeds to and is vested with all the duties, powers, purposes, responsibilities and jurisdiction of the program as they relate to this contract as of July 1, 1978; and

WHEREAS, this contract is entered into pursuant to that certain memo from the Secretary, Health and Welfare Agency, and the Director of the Department of Finance, jointly to the Director of the Department of General Services pertaining to contracts entered into before July 1, 1978 but with an effective date on or after July 1, 1978; and Micro Fiched

WHEREAS, this letter is on file with the Director of the Department of General Services, who also approved this procedure;

THEREFORE, the parties agree as follows:

1. The terms and conditions stated in Exhibits A(F), B, C, and D which are attached and made a part hereof, constitute the additional provisions of this agreement.
2. This contract may be canceled by either party upon 30 days' written notice to the other party.

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
Department of Health (Dept. of (Health Services))		County of Yolo	
AUTHORIZED SIGNATURE <i>Ron Klusman</i>		BY AUTHORIZED SIGNATURE <i>William H. ...</i>	
NAME Ron Klusman, Chief, Contract Management Section, for: Deputy Director		TITLE Chairman Board of Supervisors County of Yolo, State of California	
ADDRESS P.O. Box 1157 Woodland, CA 95666		ADDRESS	
INTENDED ON _____ SHEETS EACH BEARING NAME OF CONTRACTOR:		APPROPRIATION	
Department of General Services Use ONLY		H & S Code Sec. 109	
AMOUNT ENCUMBERED \$ 5,864.00		FISCAL YEAR 1978-79	
UNENCUMBERED BALANCE \$		STATUTES	
ADJ. INCREASING ENCUMBRANCE \$		FUNCTION Operating Expenses & Equipment - VD Control	
ADJ. DECREASING ENCUMBRANCE \$		LINE ITEM ALLOTMENT 809-162-36-00	
This Contract borrows from Department of General Services Approval For C.M. 1976		T & A NO. _____	
FILED		DATE 6-11-78	
JUN 24 1980		DATE 9/13/78	
PETER McNAMEE, Clerk		E.L. Klusman	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

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3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

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(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance — provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

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(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

"Name of Vendor or Subcontractor) agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

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1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(21) Only Applicable to Hospitals

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The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

EXHIBIT NO. A 1
EXPENDABLE AND NON-EXPENDABLE EQUIPMENT
ACQUIRED UNDER CONTRACT

1. List each item of expendable and non-expendable equipment having a unit value of \$100.00 or more and a life expectancy of two years or more.

DATE: _____

CONTRACT NUMBER: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S PHONE #: _____

 NAME OF CONTRACTOR'S
 AUTHORIZED REPRESENTATIVE: _____

 CONTRACT EQUIPMENT ALLOTMENT
 FROM BUDGET EXHIBIT: _____

PURCHASE ORDER OR DOCUMENT NO.	QUANTITY	DESCRIPTION (Including Mfg., Model, Type, Size and/or Capacity)	STATE I.D. TAG NO.	SERIAL NUMBER	COST PER UNIT	DATE RECEIVED
			Micro Fiched			

INSTRUCTIONS

Please complete this report in duplicate, return the original to the Department of Health, Business Services Section, 744 P Street, Sacramento, California 95814, Attention: Property Control Element. The duplicate should be retained by you for your records. For information - Tele: (916) 445-3107.

Upon receipt of the report listing non-expendable equipment that has been acquired, the Department of Health will forward to you identification decals which are to be affixed to the equipment by you or your staff.

IDENTIFICATION OF NON-EXPENDABLE EQUIPMENT

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Within practical limits all equipment to be identified will be tagged as follows:

Tables, desks, and
similar articles

Place tag on upper left-hand corner of the front of the left leg or pedestal just under the top.

Chairs

Place tag at center of the rear edge of the seat.

One piece files
or cabinets

Place tag on the upper left-hand corner of the front of the frame.

Upholstered furniture

Place tag on the side of an exposed leg.

All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

CONTRACTOR: County of Yolo

CONTRACT NO.: 78-62113

VENEREAL DISEASE CONTROL PROJECT

EXHIBIT B

July 1, 1978 - June 30, 1979.

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1. The Contractor shall provide cultures for gonorrhea to 2,932 asymptomatic persons at high risk as part of routine examinations given for reasons other than venereal disease in a variety of health delivery settings, both public and private. The facilities in which screening shall be carried out are listed in Exhibit D, entitled "Screening Site Lists", which is made a part hereof by this reference. Any deviation (additions or deletions) from this list must be mutually agreeable to both the Contractor and the State.
2. The Contractor assures that follow-up and treatment shall be provided to all patients who are found to have positive cultures, and that United States Public Health Service and State treatment recommendations shall be observed.
3. The Contractor assures that, except in cases where incubation and access to a laboratory are not readily available, Thayer-Martin culture medium shall be used; and that Transgrow medium shall be used where it is not possible to use Thayer-Martin medium in accordance with Federal guidelines.
4. The State shall supply incubators, on a loan basis, which meet the specifications of the Contractor and which the State finds compatible with the needs of the program undertaken by the Contractor.

EXHIBIT B

5. The Contractor shall assume all financial responsibility for the maintenance and/or repair of equipment beyond warranty-assigned to them as part of this contract.

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6. The Contractor shall require all participating clinics and physicians to report monthly, to the Contractor, the number of persons cultured, the number positive, the number inconclusive, and the number of positive patients treated. These records shall be submitted, by the Contractor, to the State on a monthly basis no later than fifteen (15) working days after the end of each month. The number of persons cultured shall exclude a double count of patients which have received test-of-cure and multiple site cultures. In addition, epi-treatments shall be excluded, but reinfections and patients returning for an examination after a three (3) month time period has elapsed shall be included. Inconclusive tests shall include all cultures taken from patients which, for some reason, do not yield sufficient evidence upon which to judge the patient either positive or negative (e.g., overgrowth, destroyed or damaged plates, etc.).
7. The Contractor agrees to discontinue charging the State for gonorrhea screening tests which are provided by participating health providers producing positive screening results at a rate averaging less than 2.0 percent over a period of three consecutive months.
8. The Contractor assures that adequate and effective epidemiologic follow-up and control programs shall be implemented in Contractor's jurisdiction.

EXHIBIT B

9. The attached Exhibit A(F), entitled "Additional Provisions", is made a part hereof by this reference.

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10. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof by this reference.
11. The standard price per culture test established under this contract is two dollars per culture.
12. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered by said invoice, and bearing the number of the contract, for actual expenditures in accordance with the Budget (attached hereto and marked Exhibit C). The invoice is to be submitted under the letterhead of the Contractor and signed by the Health Officer or individual acting on his behalf. The number of patients cultured and the cost per culture shall be specified on the invoice; the number of patients cultured shall be in agreement with the accumulated total reported each month as required in item 6 above.

Invoices shall be submitted directly to: Department of Health Services, VD Control Unit, P.O. Box 2230, Sacramento, California 95810, no later than fifteen (15) working days after the end of the quarter. Final payment will be withheld pending the submission of all required reports to the State by the Contractor.

-4-
EXHIBIT B

13. The period of this contract shall be from July 1, 1978 through June 30, 1979.
14. The maximum payable under this contract shall not exceed \$5,864.00 for the period ending June 30, 1979. Micro Fiched
15. The Contractor shall require all participating laboratories, within the Contractor's jurisdiction, to participate in training workshops and quality control programs which will be arranged by the Laboratories Branch of the Department of Health Services during the period of this contract.
16. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in regulations signed by the Secretary of HEW effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
17. This contract may be canceled by either party upon thirty (30) days' written notice to the other party.

CONTRACTOR: COUNTY OF YOLO

CONTRACT NO.: 78-62113

EXHIBIT C

BUDGET

July 1, 1978 - June 30, 1979

OPERATING EXPENSES AND EQUIPMENT

Micro Fiched

2,932 cultures @ \$2.00/culture \$5,864

Total Operating Expenses and Equipment \$5,864 \$5,864

TOTAL BUDGET

\$5,864

SCREENING SITE LIST

County Yolo County

78-62113

GONORRHEA CONTROL PROJ

Month 7-1-78 to 6-30-79

Name and Location of Screening Site	Type of Clinic	Number Females Cultured	Number Females Positive	Number Females Inconclusive	Number Females Pending Test
Yolo County Health Dept. General Clinic 10 Cottonwood Street Woodland, CA	1d	100			
Yolo General Hospital 170 Beamer Street Woodland, CA	2d	168			Micro Fiched
Salud Clinic 530 C Street Broderick, CA	4d	426			
Private Physicians Group 635 Anderson Road Davis, CA	5	746			
Davis Community Free Clinic 635 Forrest Street Davis, CA	6	1,492			
Total		2,932			

LEGEND:

CC - County Clinician
C - Community Health Center
CHC - Community Health Center
FC - Free Clinic
F - Family Planning
GHC - Group Health Clinic
HC - County Health Department
HSP - Hospital

M - Ministry
NS - Not Specified
NYS - Northern Yuba County
PFC - Private Family Planning Group
PHS - Private Health Services
P - Private
SHC - School Health Center

FILED

AUG 17 1978

LAURENCE P. HENIGAN, Clerk AGREEMENT FOR FURNISHING CLINICAL EXPERIENCE

By *Barbara M. Rodgers* AND THE USE OF CLINICAL FACILITIES
Deputy

THIS AGREEMENT, made and entered into this 15th day of August 19 78, pursuant to Education Code 23608, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY AND COLLEGES, hereinafter called the "Trustees," on behalf of CALIFORNIA STATE UNIVERSITY, SACRAMENTO, hereinafter called the "Institution," and Yolo County Health Department hereinafter called the "Hospital."

WITNESSETH:

Micro Fiched

WHEREAS, the Trustees have approved a Nursing Program for the Institution and such program requires clinical nursing experience and the use of clinical facilities; and

WHEREAS, the State Board of Nursing Education and Nurse Registration has heretofore accredited the Institution as a School of Nursing under the Nursing Practice Act; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the Institution's Nursing Program use the clinical facilities of the Hospital for their clinical nursing experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. HOSPITAL SHALL:

A. Permit each student who is designated by the Institution pursuant to Paragraph II.A. below to receive clinical nursing experience at the Hospital, and shall furnish and permit such students and Institution nursing instructors free access to appropriate clinical nursing facilities for such clinical nursing experience.

B. Furnish appropriate clinical nursing facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the Institution's students from other educational institutions, if any.

C. Maintain the clinical facilities used for the clinical nursing experience in such a manner that said facilities shall at all times conform to the requirements of the State Board of Nursing Education and Nurse Registration.

D. Assure that staff is adequate in number and quality to insure safe and continuous health care to individuals.

E. Provide Institution nursing instructors taking part in the clinical nursing experience, on a group basis, unless otherwise specified, the following facilities:

1. A conference type space suitably furnished for small groups; and
2. A storage area for instructional materials; and
3. Access for each instructor to the Medical Library; and

JUN 21 1978

4. A lecture room equipped with desk and chairs; and
5. Lockers for each instructor.

~~F. Provide emergency health care free of charge for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical nursing experience at the Hospital.~~

G. Permit and encourage members of the resident staff and attending medical staff of the Hospital to participate in the instructional phase of the clinical nursing experience.

Micro Fiched

H. Permit the Hospital's Superintendent of Nursing and other designated nursing personnel to attend meetings of the Institution's Nursing Faculty, or any committee thereof, to coordinate the clinical nursing experience program provided for under this Agreement.

I. Have the right, after consultation with the Institution, to refuse to accept for further clinical nursing experience any of the Institution's students who in the Hospital's judgment is not participating satisfactorily in said program.

J. Notify the Institution's clinical nursing instructors, in advance, of any change in the Hospital's Head Nurse appointments.

II. TRUSTEES, THROUGH THE INSTITUTION, SHALL:

A. Designate the students who are enrolled in the Nursing program of the Institution to be assigned for clinical nursing experience at the Hospital, in such numbers as are mutually agreed to by both parties.

B. Establish a rotation plan for the clinical nursing experience in the types of nursing specified in Paragraph I.A. above; provided, however, that the specific wards to be utilized therefore shall be selected subsequently by mutual agreement between the Hospital's Superintendent of Nurses and the Institution's Coordinator of the Department of Nursing, or their duly authorized representatives.

C. Supervise all instruction and clinical nursing experience given at the Hospital to the assigned students and provide the necessary nursing instructors for the clinical nursing experience program provided for under this agreement.

D. Keep all attendance and academic records of students participating in said program.

E. Certify to Hospital at the time each student first reports at Hospital to participate in said program that said student will comply with the Health Plan for Nursing Students.

F. Be responsible for student professional activities and conduct while in the Hospital.

G. Require every student to conform to all applicable Hospital policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Hospital.

H. Require Institution's clinical nursing instructors to notify Hospital's Superintendent of Nurses and Head Nurse(s) in advance of:

CALIFORNIA STATE UNIVERSITY, SACRAMENTO

Contract No. C-178

1. Student nursing schedules.
2. Placement of students in clinical assignments.
3. Changes in clinical assignments.

I. In consultation and coordination with the Hospital's Superintendent of Nurses and Head Nurse(s), plan for the clinical nursing experience to be provided to students under this Agreement.

J. In consultation and coordination with the Hospital's Superintendent of Nurses, arrange for periodic conferences between appropriate representatives of the Institution and Hospital to evaluate the clinical nursing experience program provided under this Agreement.

Micro Fiched

K. Provide and be responsible for the care and control of the Institution's education supplies, materials and equipment used for instruction during said program.

L. Distribute to each student nurse a statement which explains the hazards of drug abuse in the nursing profession.

M. Provide for orientation of students and faculty assigned to Hospital.

~~III. The parties hereto agree that if either is held liable upon any judgment for damages caused by a negligent or wrongful omission occurring in the performance of this agreement and pays in excess of its pro rata share in satisfaction of such judgment, such party is entitled to contribution from the other party to the agreement. The pro rata share of each party is determined by dividing the total amount of the judgment by the number of parties to the agreement.~~

IV. THIS AGREEMENT shall become effective on September 1, 1977, and shall continue until August 31, 1982, provided, however, it may be terminated by either party after giving the other party six months' advance written notice of its intention to so terminate; provided further, however, that any such termination by the Hospital shall not be effective, at the election of the Institution, as to any student who at the date of mailing of such notice by the Hospital was participating in said program until such student has completed the program for the then current academic year.

Any written notice given under this Paragraph IV shall be sent by registered mail to the following persons, as the case may be:

Yolo County Health Department
350 C Street
Broderick, CA 95605

Trustees of the California State
University and Colleges
5670 Wilshire Blvd.
Los Angeles, CA 90036

V. THIS AGREEMENT may at any time be altered, changed or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

CALIFORNIA STATE UNIVERSITY, SACRAMENTO

BOARD OF SUPERVISORS

By

Claude Brashears
Claude Brashears
Director of Support Services

By

Arthur J. [Signature]
Chairman

8-17-78

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *[Signature]* DEPUTY COUNTY COUNSEL

FILED

AUG 17 1978

LAURENCE P. HENIGAN, Clerk
By *Barbara A. Rogers*
Deputy

AGREEMENT NO. 78-212

Agreement for Proposed Exchange of Property
(Cache Creek Aggregate Site)

Micro Fiched

THIS AGREEMENT, made and entered into this 15th day of
¹⁹⁷⁸
August, 1977, by and between the COUNTY OF YOLO
(hereinafter referred to as "COUNTY"), and A. TEICHERT & SON, INC.
(hereinafter referred to as "TEICHERT").

W I T N E S S E T H:

WHEREAS, COUNTY owns property in Cache Creek (known as
Haller property) and has continuously used the property for the
purpose of excavation and storage of aggregate material; and

WHEREAS, access to the property is over an easement through
TEICHERT property; and

WHEREAS, COUNTY's property is bounded on all sides by
TEICHERT property; and

WHEREAS, TEICHERT is desirous to acquire COUNTY's property
for consolidation of their property by exchanging an equivalent
acreage.

NOW, THEREFORE, in consideration of the foregoing and the
following terms, covenants and conditions, it is mutually agreed
that:

1. COUNTY agrees to perform all the preliminary engineering
and prepare all the necessary documents to comply with
the applicable laws relating to the exchanging of
property between private landowners and County agencies.
2. TEICHERT agrees to pay COUNTY one-half of all costs,
(estimated at \$500.00) incurred by COUNTY whether the
exchange is effected or not.
3. TEICHERT agrees to deposit \$500.00 (one-half the
estimated cost) with COUNTY upon approval of this
agreement.

IN WITNESS WHEREOF, the parties hereto have caused this

agreement to be executed by their duly constituted officers and
caused their seals to be affixed thereto and the same attested.

COUNTY OF YOLO
"COUNTY"

By: *[Signature]*
CHAIRMAN OF THE BOARD OF SUPERVISORS
8-17-78

A. TEICHERT & SON, INC.
"TEICHERT"

By: *[Signature]*
Bruce T. Johnston
Vice-President

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By: *[Signature]*
DEPUTY COUNTY COUNSEL

RECEIVED

YOLO COUNTY AGREEMENT NO. 78-213

FILED

OCT 18 1978

LAURENCE P. HENIGAN, Clerk

OCT 18 1978

LAURENCE P. HENIGAN, Clerk

By

3 Deputy

COOPERATIVE AGREEMENT FOR

OPERATION AND MAINTENANCE

KNIGHTS LANDING PUBLIC ACCESS

By *Debra Conley*
Deputy

4 This agreement, entered into on June 30, 1978, between the California
5 Department of Navigation and Ocean Development (DNOD), the California
6 Department of Fish and Game (DFG), where appropriate hereafter collectively
7 referred to as State and the County of Yolo (Operator):

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8 I. RECITALS

9 1. The DFG, by deed dated January 16, 1958, recorded in Book 539, Page 352,
10 on April 15, 1958, in the Yolo County Records, has acquired those certain
11 premises known as the Knights Landing Public Access, Yolo County, California,
12 referred to herein as Project Area, as initially developed pursuant to the
13 May 17, 1957 authorization of the Wildlife Conservation Board.
14 2. In consideration of the making of additional improvements on the Project
15 Area by the State for public access to the waters of the State and related
16 necessary public use facilities, and further in consideration of the operation
17 and maintenance by the Operator of the Project Area for public use, the parties
18 hereto agree as follows:

19 II. GENERAL TERMS

20 1. SCOPE

21 This agreement for the construction of improved parking and other related
22 public use facilities on the Project Area, together with the operation
23 and maintenance of said area and the improvements made thereon, incorporates
24 Exhibit A, Standard Terms and Conditions dated as of the date hereof, and
25 Exhibit B, Knights Landing Boat Launching Improvements Feasibility Report.

26 2. TERM OF AGREEMENT

27 This agreement, subject to any provision for prior termination, shall become

1 effective on the date it is entered into and shall continue for twenty-five
2 (25) years from such date.

3 3. SPECIAL PROVISIONS

4 (a) The Operator certifies that the obligation created by this agreement
5 will not create an indebtedness or liability contrary to the provisions
6 of Section 18 of Article XVI of the Constitution of the State of
7 California.

8 (b) Notices required between the parties shall be deemed to have been
9 given when mailed to the respective address below, first-class postage
10 fully prepaid thereon:

11 To DNOD: Department of Navigation and Ocean Development
12 1629 S Street
Sacramento, California 95814

13 To DFG: Department of Fish and Game
14 1416 Ninth Street
Sacramento, California 95814

15 To Operator: County of Yolo
16 Board of Supervisors
Court House
17 Woodland, California 95695

18 (c) The cooperative agreement dated April 15, 1958, as amended June 30,
19 1978, between the DFG and the Operator for the operation and mainten-
20 ance of the project defined herein shall terminate upon the effective
21 date of this agreement.

22 (d) Notwithstanding any other provision of this agreement, the Operator
23 may levy a vehicular entrance fee, provided that said fee will not
24 exceed the prevailing fee for similar public operated facilities
25 located within the county and nearby areas. All fees so collected
26 shall be treated as required by Article III - F of Exhibit A. Fee
27 changes shall require written State approval.

(e) This project is known as the Knights Landing Public Access. The State will provide and the Operator shall install and maintain on the Project Area a suitable sign which identifies, in wording mutually agreeable, the project and the participating agencies.

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STATE OF CALIFORNIA
DEPARTMENT OF NAVIGATION
AND OCEAN DEVELOPMENT

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME
Wildlife Conservation Board

By *Margaret M. Muns*

By *Clinton M. Hart*

Executive Officer

9-8-78

Date Signed

9/18/78

Date Signed

COUNTY OF YOLO

By *Arthur R. Mack*

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

8-17-78

Date Signed

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *Elizabeth S. Truch*

DEPUTY COUNTY COUNSEL

I hereby certify that all conditions for exemption set forth in State Adminis-

DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT

CONTRACT # 8-33-47-13

with Dept. of Fish & Game/ Knights Landing,

APPROPRIATION DATA CH 359/78, Item 208

F.Y. 1978-79

YOLO COUNTY

FUND Harbors and Watercraft Revolving Fund

Line Item Allotment Maintenance & Operations Agreement

Amount of this estimate

\$ -0-

Unencumbered Balance after posting this estimate

\$

I certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

9/5/78

Date

Clinton M. Hart
Accounting Officer

DATE: JUN 30 1978

STANDARD TERMS AND CONDITIONS

to

Cooperative Agreement for
Operation and MaintenanceARTICLE I - DEFINITIONS

A. AGREEMENT means that Cooperative Agreement for Operation and Maintenance to which these standard terms and conditions are appended.

Micro Fiches

B. PROJECT means the developments of State as described in Exhibit B of the Agreement or developments previously made by the DFG together with any plans and specifications prepared therefor, as approved by the parties hereto, and any work, construction, or activity of Operator at State cost for the development or improvement of the public access facilities on the Project Area.

C. PROJECT AREA means the area as described in Exhibit B within which Project is or will be located.

ARTICLE II - EXTENSION, AMENDMENT OR TERMINATION OF CONTRACT

State may terminate the Agreement, for cause, at any time during the term thereof by giving notice to Operator at least ninety (90) days next prior to the date when such termination shall become effective, and the Agreement may be extended or amended upon agreement of all parties thereto.

ARTICLE III - OPERATION OF PROJECT

A. Operator shall, during the term of the Agreement, operate and maintain the Project and all other improvements placed in the Project Area as

1 a public access and boat launching facility and shall not transfer or
2 assign, in whole or in part, during such term any of Operator's rights
3 or responsibilities under the Agreement without the prior written
4 approval of State.

5 B. Operator shall maintain and repair any and all buildings, structures,
6 or other improvements which are now located in Project Area and which
7 may hereafter be constructed thereon, and State shall not be liable
8 for any costs of maintenance, management, control or operation.

9 C. During the term of the Agreement, the Project shall at all times be
10 open and accessible for the use and enjoyment by the general public
11 on equal and reasonable terms, except for closures as required for
12 maintenance or improvements by Operator or as necessary for the pro-
13 tection of public health and safety.

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14 D. Operator may enter into concession contracts, subject to the approval
15 of State, for any operation on the Project Area for the conveniences
16 or services to the public which is not inconsistent with the purposes
17 of the Project. Any revenues derived by Operator through such con-
18 cession contracts shall be handled as hereinafter provided.

19 E. All facilities located within Project Area shall be maintained and
20 operated with due regard to public safety and in accordance with all
21 applicable laws, ordinances, and regulations. Any contract entered
22 into by Operator for concessions or services relating to the operation
23 of the Project shall contain a clause to the effect that there shall
24 be no discrimination against any employee who is employed in the work
25 covered by such contract or against any applicant for such employment
26 because of race, religion, color, national origin, or sex.

27 F. No charges or fees directly or indirectly shall be imposed or collected

by Operator or concessionaire for the use of those facilities herein defined as the Project except as may be permitted by the Special Provisions of the Agreement. Charges made for other facilities within the Project Area by Operator or concessionaires shall be subject to the prior written approval of State. Revenues from any charges or fees shall be deposited in a special account designated "DNOD/DFG Public Access Facility Operating Account" and shall be used solely for the maintenance and improvement of the facilities located within the Project Area.

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- G. In the event of a breach of the Agreement on the part of Operator, State may, upon written notice to Operator of such breach, require Operator to commence in good faith to remedy such breach within ninety (90) days of the notice, or a reasonable extension of this period in case of an emergency situation beyond the control of Operator. If Operator fails to remedy the breach in the time prescribed, State may terminate the Agreement as hereinbefore provided, or correct any deficiency or cause of breach and charge Operator all costs in connection therewith, including administrative costs. In the event of termination for such cause, State may require Operator to pay to State, the respective DNOD and DFG costs of designing and constructing the Project, on a prorated cost and unexpired term basis, such proration to be determined by State.

ARTICLE IV - LIABILITY INSURANCE

- A. Operator shall maintain in full force and effect during the term of the Agreement the following insurance in the minimum amounts specified:
- | | |
|---------------------------------|------------------------------|
| Bodily Injury or Death. | \$.300,000 per person |
| | \$.1,000,000 each occurrence |

Property and Product Damage. . . \$500,000 each occurrence

. . . \$1,000,000 aggregate

Fire Insurance.90% of the full insurable value of all

Insurable components of Project

B. Such policy or policies shall be in a form satisfactory to DNOD and Operator shall, upon receipt thereof, forthwith submit to DNOD copies thereof including any new or renewal policy effective during the term of the Agreement. Copies of such policy or policies shall be submitted to DNOD at least twenty (20) days prior to the effective date or dates thereof.

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C. Such policy or policies shall contain the following endorsement:

The State of California, its officers, employees and agents are hereby declared to be additional insureds under the terms of this policy, as to activities of both Operator and State in respect to the Project and this policy shall not be cancelled without thirty (30) days prior written notice to State.

D. Loss under said fire insurance policy or policies shall be payable to State for deposit in an appropriate trust fund with the State of California. If State deems it in the interest of the State of California, the proceeds may be paid to Operator upon Operator's application for the reconstruction of the destroyed facilities.

E. State shall not be held liable for the payment of any premiums or assessments on such insurance policy or policies.

ARTICLE V - OTHER CONTRACTS CONCERNING OPERATION

Operator agrees that such concession agreements as may be entered into, and such rules and regulations as may be promulgated by it for the use and enjoyment of the Project Area and all facilities therein, shall conform to and be consistent with the rules, regulations, and policies promulgated by State and generally applicable to the DNOD small craft launching facilities capital outlay

1 program or the DFG public access program, such concession agreements shall be
2 approved by State prior to award by Operator.

3 ARTICLE VI - INSTALLATION OF OTHER FACILITIES

4 A. Operator may at its own expense place or cause to be placed within the
5 Project Area any structure or structures, alterations, and improvements
6 in addition to those set forth and described herein as the Project
7 provided that such facilities: Micro Fished

- 8 (a) be constructed, maintained and operated for the use, enjoyment,
9 service and protection of the public,
10 (b) be for the enhancement of public access and recreational boating,
11 (c) do not directly or indirectly reduce, restrict, or interfere with
12 the primary purposes of the Project to provide for recreational
13 fishing and boating, and
14 (d) have the prior written approval of State.

15 B. State shall not be obligated to make or cause to be made any alterations,
16 improvements or repairs to any facilities within the Project Area
17 except as provided in the Agreement or any amendment thereto.

18 ARTICLE VII - LIABILITY

19 A. Operator waives all claims and recourse against State including the
20 right to contribution for any loss or damage arising from, growing
21 out of or in any way connected with or incident to the Agreement
22 except claims arising from the concurrent or sole negligence of
23 State, its officers, agents and employees.

24 B. Operator shall indemnify, hold harmless, and defend State its officers,
25 agents, and employees against any and all claims, demands, damages,
26 costs, expenses or liability arising out of the acquisition, design,
27 construction, operation, maintenance, existence or failure of the
Project.

1 C. If State is named as a co-defendant pursuant to Government Code
2 Sections 895, et seq., Operator shall notify State and represent it
3 unless State elects to represent itself. If State undertakes its own
4 defense, it shall bear its own litigation costs, expenses and attorney's
5 fees.

6 ARTICLE VIII - WAIVER OF RIGHTS

Micro Fiched

7 It is the intention of the parties to the Agreement that from time to time either
8 party may waive certain of its rights under the Agreement. Any such waiver
9 by the parties thereto of their rights with respect to a default or any other
10 matter arising in connection with the Agreement, shall not be deemed to be a
11 waiver with respect to any other default or matter.

12 ARTICLE IX - REMEDIES NOT EXCLUSIVE

13 The use by either State or Operator of any remedy specified in the Agreement for
14 the enforcement of the Agreement is not exclusive and shall not deprive the
15 party using such remedy of, or limit the application of, any other remedy
16 provided by law.

17 ARTICLE X - OPINIONS AND DETERMINATIONS

18 Where the terms of the Agreement provide for action to be based upon the opinion,
19 judgment, approval, review, or determination of either State or Operator, such
20 terms are not intended to be and shall never be construed as permitting such
21 opinion, judgment, approval, review, or determination to be arbitrary, capri-
22 cious, or unreasonable.

23 ARTICLE XI - SUCCESSORS AND ASSIGNS OBLIGATED

24 The Agreement and all of its provisions shall apply to and bind the successors
25 and assigns of the parties thereto.

26 ARTICLE XII - ASSIGNMENT

27 No assignment or transfer of the Agreement or any part thereof, rights there-

1 under, or interest therein by Operator shall be valid unless and until it is
2 approved by State and made subject to such reasonable terms and conditions as
3 State may impose.

4 ARTICLE XIII - INSPECTION OF BOOKS, RECORDS AND REPORTS

5 During regular office hours, each of the parties to the Agreement or their
6 duly authorized representatives shall have the right to inspect and make copies
7 of any books, records, or reports of the other party pertaining to the Agree-
8 ment or matters related thereto. Each of said parties shall maintain and make
9 available for such inspection accurate records of all of its costs, disburse-
10 ments, and receipts with respect to its activities under the Agreement.

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13 Micro Fiched
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KNIGHTS LANDING

BOAT LAUNCHING IMPROVEMENTS

Micro Fiched

Feasibility Report . JULY 1977

STATE OF CALIFORNIA
RESOURCES AGENCY
DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT



COUNTY OF YOLO

Woodland, California

PARKS AND RECREATION DEPARTMENT

292 WEST BEAMER

WOODLAND, CALIFORNIA 95695

Telephone 916-666-8268

EARL A. BALCH
DIRECTOR

JUNE 26, 1977

BILL S. SATOW, CHIEF
BOATING FACILITIES DIVISION
DEPT OF NAVIGATION & OCEAN DEVELOPMENT
1416 NINTH STREET
SACRAMENTO, CA 95814

Micro Fiched

DEAR BILL:

RE: KNIGHTS LANDING BOAT RAMP IMPROVEMENTS

ENCLOSED ARE DOCUMENTS NECESSARY IN SUPPORT OF OUR FUNDING.
REQUEST FOR IMPROVEMENTS TO THE KNIGHTS LANDING LAUNCHING
FACILITY.

1. RESOLUTION FROM THE YOLO COUNTY BOARD OF SUPERVISORS
2. NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
3. DRAFT FEASIBILITY REPORT

VERY TRULY YOURS,

EARL A. BALCH
DIRECTOR OF PARKS & RECREATION

EAB:LD

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GENERAL DESCRIPTION

Location

The Knights Landing Launching Facility is located in the town of Knights Landing on State Route 45 about $\frac{1}{4}$ mile west of the intersection of State Highways 45 and 113.

Access

Micro Fished

Access is provided via State Route 113 to Knights Landing West on State Route 45 to the access area.

Land Ownership

Property in question is owned by the State of California and was developed approximately 20 years ago as a basic fishing access area. See Legal Description, Page 12.

Existing Launching Facilities

The facility presently provides a narrow two lane concrete launching ramp, a gravel parking area and chemical toilets.

Because of the current high summer use, the facility is overrun with recreationists who need to enter or exit the river or park their car and trailer and are unable to do any of these things due to the currently unorganized facilities.

Operation and Maintenance Responsibilities

Operation and maintenance of the area is the responsibility of Yolo County and would continue to be Yolo County's responsibility with the proposed improvements.

ECONOMIC CONSIDERATIONS

The economic justification of the proposed project rests upon a comparison of the benefits and costs attributable to the project, benefit-cost analysis being the accepted criterion of economic efficiency used to determine the desirability of providing a public good such as a small craft launching facility. Justification of the project is demonstrated when, presented as a ratio, benefits exceed costs.

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The comparison of benefits to costs which follows takes into consideration the impact of time on the value of both of these elements since the value of a dollar is considered to be greater in the present year than in some future year. To compensate for the effect of time, the present values of the benefits and costs generated by the project over its expected life have been computed; thus, the ratio of benefits to costs presented in this report is the ratio of those values. The ratio must, as indicated above, be greater than unity before public investment in a project is justified.

BENEFITS

The determination of benefits takes into account the following factors:

- 1) The demand for (expected use of) the project facilities as measured by the number of user days creditable to the launching facility; and
- 2) The dollar value associated with the expected use of the project.

The project's total benefits represent the summed present values of the product of these factors calculated for each year in the prospective life of the project.

Under project conditions, the quality and value of recreation accruing to users is estimated at \$2.75 per person per recreation day. In short, the quality of recreation to users is expected to increase by an increment of \$0.11 per person per recreation day.

The determination of the value of the recreation day was based on guidelines used by departments within the Resources Agency. Under these guidelines, two major factors were considered: (1) variety of recreation, and (2) aesthetic qualities of the site. Each item included under the two factors was rated for quality. The quality breakdown includes good, average, and poor. Various points were assigned to the different quality levels. The quality rating and the attendant point count used to establish recreation values for the Knight's Landing launching facility improvements are shown in the following table:

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Total Benefits

Total benefits were derived for both the "with" and "without" situations by multiplying the estimated number of launchings per annum by the average party size and the benefit value per visitor day; the annual benefit values thus calculated are then discounted and totaled to establish the present value of the project. The determination of total benefits accruing to the project is presented in Table 1. The present worth of benefits attributable to the proposed construction has been computed to be \$267,504.

Total Costs

In addition to the initial capital cost of \$95,000, the launching facility will require annual operation and maintenance. The estimated cost of same is \$3,000 per year and will be borne by the County of Yolo. The total present value of capital and operating costs is estimated to equal \$131,330. Details relative to the determination of the present value of costs of the project are presented in Table 2.

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Benefit-Cost Ratio

When the total present value of benefits (\$267,504) is divided by present value of costs (\$131,330), a favorable benefit-cost ratio of 2.04 to 1.00 is indicated. The construction of the Knight's Landing launching facility improvements is, therefore, economically justified.

Determination of Present Worth of Costs Attributable
to the
Knight's Landing Launching Facility Improvements

Fiscal Year	Capital Costs	Operation & Maintenance	Present Value	
			Factor @ 5%	Cost
1978-79	\$ 95,000	-	1.00	\$ 95,000
79-80		\$3,000	.95	2,850
1980-81		↓	.91	2,730
81-82			.86	2,580
82-83			.82	2,460
83-84			.78	2,340
84-85			.75	2,250
85-86			.71	2,130
86-87			.68	2,040
87-88			.65	1,950
88-89			.61	1,830
89-90			.59	1,770
1990-91			.56	1,680
91-92			.53	1,590
92-93			.51	1,530
93-94			.48	1,440
94-95			.46	1,380
95-96			.44	1,320
96-97			.42	1,260
97-98			\$3,000	.40

\$131,330

PROJECT BOUNDARY
KNIGHTS LANDING BOAT LAUNCHING FACILITY IMPROVEMENTS

All that real property situate, lying and being in the County of Yolo,
more particularly described as follows:

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Beginning at a point on the westerly line of California State Highway No. 45 right of way, said point being a distance of 40 feet measured at right angles from the intersection of the centerline of said right of way of State Highway and the centerline of Sycamore Slough, as defined by Grant of Right of Way by River Garden Farms of California dated September 8, 1938 and recorded September 22, 1938 in Book 117 at Page 335 of Official Records of the County of Yolo; thence from said point of beginning N. $38^{\circ} 07' 30''$ W., 83.00 feet; thence along the arc of a curve to the left, a distance of 229.23 feet; said curve having a central angle of $32^{\circ} 02'$ and a radius of 410.00 feet; thence tangent to the preceding curve N. $70^{\circ} 09' 30''$ W., 166.93 feet to the intersection of the southwesterly line of said State Highway right of way and the easterly line of the abandoned Rivers Farms Branch of the Southern Pacific Railroad right of way; thence continuing along said line N. $70^{\circ} 09' 30''$ W., 113.0 feet; thence S. $68^{\circ} 30'$ W., 55 feet, thence along a curve to the left, having a chord bearing S. $15^{\circ} 24'$ E., radius of 1507.69 feet, and arc length of 314 feet, thence S. $24^{\circ} 17'$ E., 235 feet, more or less, to the centerline of Sycamore Slough; thence in an easterly direction along the centerline of Sycamore Slough, a distance of 450 feet, more or less, to the westerly line of California State Highway No. 45 right of way to the point of beginning; said parcel containing 3.9 acres, more or less.

RESOLUTION NO. 77-107

179
By *Baldwin Rodgers*

(Resolution Making Application for a Launching
Facilities Grant from the Department of Navigation
and Ocean Development)

WHEREAS, the County of Yolo is desirous of improving a launching
facility in the Knights Landing area to meet the boating needs of the people
of Yolo County; and

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WHEREAS, the State Department of Navigation and Ocean Development
provides launching facility grant funds to counties, cities and districts for
the construction and development of small craft launching facilities; and

WHEREAS, the County of Yolo has conducted a feasibility report
which showed the proposed project to be engineeringly and financially feasible
and economically justified; and

WHEREAS, the County of Yolo is willing to enter into a Construction
and Operation Agreement to provide for the maintenance and operation of the
proposed facilities;

NOW, THEREFORE, BE IT RESOLVED that the Yolo County Board of
Supervisors by the adoption of this Resolution hereby makes application to
the Department of Navigation and Ocean Development for a grant for the purpose
of constructing a small craft launching facility improvement in the Knights
Landing area;

BE IT FURTHER RESOLVED that EARL A. BALCH, Yolo County Park Director,
is authorized to perform those duties and functions necessary to the fulfill-
ment of the intent of this resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of
Yolo, State of California, this 23rd day of August, 1977, by the
following vote:

AYES: Duncan, Barton, Edmonds, Marchand, Thompson.

NOES: None.

ABSENT: None.

Charles J. Thompson

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3

4 BY *Barbara R. Rogers* DEPUTY

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(SEAL)

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I hereby certify that the foregoing is a full, true and correct copy
of a resolution duly and regularly adopted and passed by the Yolo County Board
of Supervisors at a meeting thereof held on the _____, 1977.

LAURENCE P. HENIGAN, COUNTY CLERK
ex officio Clerk of the Board of
Supervisors of the County of Yolo

BY _____ DEPUTY

Book
45

FILED

AUG 17 1978
LAURENCE P. HENIGAN, Clerk
By *Barbara R. Ralston*
Deputy

1 AGREEMENT NO. 78-214

2 (Agreement Providing for the Administration of War
3 on Poverty Programs in Yolo County, California)

4 THIS AGREEMENT, made and entered into this 15th day of
5 August, 1978, by and between the Yolo County Board of Super-
6 visors as the Community Action Agency for Yolo County, hereinafter
7 referred to as GOVERNING OFFICIALS, and the ECONOMIC OPPORTUNITY
8 COMMISSION OF YOLO COUNTY, INC., a non-profit corporation, herein-
9 after referred to as COMMISSION,

10 W I T N E S S E T H: **Micro Fiched**

11 WHEREAS, the Yolo County Board of Supervisors on May 13,
12 1968, designated itself as the Community Action Agency for Yolo
13 County and has since received recognition as such from the Federal
14 Office of Economic Opportunity, and

15 WHEREAS, there currently exists the Economic Opportunity Comm-
16 ission of Yolo County, Inc., a non-profit corporation, which is
17 administering the various war on poverty programs in Yolo County, and

18 WHEREAS, it is deemed to be in the best interests of all
19 parties and persons concerned that this non-profit corporation
20 continue to administer the war on poverty programs in Yolo County;

21 NOW, THEREFORE, the parties to this agreement do hereby
22 agree as follows:

23 ITEM 1 - PURPOSE

24 . The purpose of the Yolo County Community Action Agency is
25 to provide a sufficient number of projects or components to
26 provide in total a range of services and activities having a

1 measurable and potentially major impact on the causes of poverty
2 in the areas of the County where poverty is a particularly acute
3 problem.

4 ITEM II - GOVERNING OFFICIALS

WHERE TITLED

5 A. MEMBERSHIP: The governing official of the Yolo County
6 Community Action Agency shall be the Yolo County Board of
7 Supervisors.

8 B. POWERS: The governing officials shall have the following
9 powers:

- 10 1) To be the grantee with the Community Service
11 Administration;
- 12 2) In accordance with provisions set forth below, the appoint-
13 ment and discharge of the CAA Executive Director, and
14 to provide for the appointment and discharge of
15 employees in Accountant classifications;
- 16 3) Final approval of all personnel policies, program
17 policies and fiscal policies;
- 18 4) Final approval and disapproval of overall program
19 plans and priorities;
- 20 5) Final approval and disapproval of all program proposal
21 and budgets;
- 22 6) Final approval and disapproval of all delegate agency
23 agreements;
- 24 7) Enforcement of compliance with all conditions of CSA
25 grants;
- 26 8) Selection of its own officers and committees and

1 establishment of rules of procedure;

2 9) Referral of action upon each of the foregoing matters
3 to the Economic Opportunity Commission for recommenda-
4 tion.

5 C. MEETINGS: The governing officials shall meet at least once
6 a month at a date and time to be made public at least one
7 week in advance of said meeting. Micro Fiched

8 D. PARTICIPATION: It is the policy of the governing officials
9 that its participation in the various poverty programs
10 and projects shall be contingent upon the availability of
11 Federal and State funds for support of the program and
12 projects.

13 ITEM III - ADMINISTERING BOARD

14 A. DESIGNATION: The Administering Board of the Economic Oppor-
15 tunity Commission of Yolo County, Inc., shall constitute
16 the administering board of the Yolo County Community
17 Action Agency.

18 B. MEMBERSHIP: Membership of the Administering Board shall
19 be in accordance with Federal statutes and regulations
20 governing membership.

21 1) Number: The administering board shall consist of
22 fifteen (15) members.

23 2) Structure: At least one-third of the Administering
24 Board shall be representatives of the poor in Yolo
25 County; not more than one-third shall be public officials
26 as defined by CAP Memorandum No. 81 dated February 15,

1 1968; the remaining number shall represent private
2 organizations and interests. Any member selected to
3 represent a given geographical area must reside in
4 that area.

5 3) Method of Selection: Micro Fiched

- 6 a. Representatives of the poor shall be selected
7 by a democratic selection process which insures
8 maximum feasible participation of the poor.
9 b. Public officials or their representatives shall
10 be selected by the governing officials except
11 in the case of independent public agencies which
12 shall select their own representatives.
13 c. Representatives of private organizations and
14 interests shall be selected by the organizations
15 and interests themselves.

- 16 4) Term of Office: Members of the Administering Board,
17 other than public officials or their representatives,
18 shall not serve for more than five (5) consecutive
19 years or a total of ten (10) years.

20 5) Change in Membership:

- 21 a. Any community agency or any representative group
22 of the poor which feel themselves inadequately
23 represented may petition for adequate representa-
24 tion. The petition must be submitted in writing
25 to the GOVERNING OFFICIALS accompanied by a
26 statement of the reason the group feels that it

1 is not adequately represented.

2 b. The petition will be heard at a public meeting of
3 the governing officials who, after consulting with
4 the administering board, shall prepare a written
5 statement of its actions and submit a copy to
6 the Regional Office of CSA. ~~Micro Fished~~

7 c. If a petition is approved, the governing officials,
8 after consultation with the administering board,
9 shall take the necessary action to realign the
10 total membership to maintain the proper represen-
11 tation of public officials and the poor as
12 required by law.

13 C. POWERS: The administering board shall have the following
14 powers:

15 1) All powers of the governing officials as described
16 in ITEM II-B which are not directly exercised by those
17 officials or delegated to area policy boards.

18 a. The governing officials may exercise their powers
19 by approval, disapproval, or a decision to take
20 no action upon a matter.

21 b. No failure of the governing officials directly
22 to exercise such powers shall be deemed to exist
23 until 45 days after written request for such
24 exercise shall have been filed with the Clerk of
25 the governing officials by the administering
26 board.

- 1 2) The right to reasonable advance notice of, and an
2 opportunity to make recommendations to the governing
3 officials concerning the exercise of, all powers listed
4 in ITEM II-B which those officials have not delegated
5 to the administering board. **Micro Fiched**
6 3) Supervision of the administration of all CSA policies
7 and standards and of all program, administrative
8 and financial policies and rules adopted by the
9 governing officials, including elaboration, super-
10 vision, and enforcement in the first instance, of all
11 such policies and rules.
12 4) Selection of its own officers, executive committee
13 (if any), and other committees, and (where approved
14 by CSA and provided for in the budget) its own staff
15 to assist in performing its functions.
16 D. RESPONSIBILITIES: The administering board shall be responsible
17 for:
18 1) The day-to-day operation, administration, and coordination
19 of the various approved war on poverty programs in
20 order to achieve established goals and objectives.
21 2) Assuring that all Federal requirement as to conformity
22 are met. Where action of the governing officials is
23 required in order to achieve conformity, the administering
24 board shall prepare a recommended action for consideration
25 by the governing officials.
26 3) Submitting to the governing officials at least quarterly,

1 and more frequently if requested, a progress report on
2 each of the funded programs, outlining how the program
3 is meeting its goals and objectives.

- 4 4) Preparation for consideration and approval ~~of the~~ ^{Micro Fiches}
5 governing officials of the funding request for each
6 new program year in accordance with all federal require-
7 ments as to timing, procedure, and other matters.
8 5) Keeping the governing officials fully informed of
9 developments within the war on poverty program, either
10 of a legislative or administrative nature which would
11 affect the operation of the program within Yolo County.

12 E. MEETINGS:

- 13 1) The administering board shall meet at least once each
14 month for the conduct of its regular business.
15 Notification of the time and place of the meeting and a
16 copy of the agenda shall be sent to each of the
17 governing officials no later than five days prior
18 to the date of the meeting. All meetings of the
19 administering board shall be open to the public,
20 except as may be otherwise permitted by law.
21 2) The official minutes of each meeting of the administering
22 board shall be sent to each of the governing officials
23 no later than ten (10) days after the date of each
24 meeting.
25 3) Quorum requirements for meetings of the administering
26 board shall be at least fifty (50) percent of the total

1 current membership of the Board. No action of the
2 administering board shall be binding in the absence
3 of the proper quorum. Every effort shall be made to
4 hold meetings of the administering board and its
5 committee at such times as will enable the represen-
6 tatives of the poor to be in attendance.

- 7 F. COMMITTEES: All committees of the administering board
8 shall be organized in accordance with federal requirements
9 as to composition.

10 ITEM IV - PERSONNEL

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- 11 A. The Executive Director shall be an employee of the County
12 of Yolo effective August 16, 1978. Upon order of the Board
13 of Supervisors made effective on or after August 16, 1978,
14 any employee in an Accountant classification shall be an
15 employee of the County of Yolo. The Economic Opportunity
16 Commission of Yolo County, Inc., shall reimburse the County
17 of Yolo for funds expended by the County for personnel
18 of the Community action program who are employees of the
19 County of Yolo. All other persons employed in the various
20 programs designed to combat poverty shall not be employees
21 of the County of Yolo, but shall be employees of the
22 Economic Opportunity Commission of Yolo County, Inc., or
23 its delegate agencies.
- 24 B. Any increase in personnel of Economic Opportunity Commission
25 of Yolo County, Inc., which exceeds the number of personnel
26 authorized by the approved budget shall require prior

1 approval of the governing officials.

- 2 C. Personnel employed by the Economic Opportunity Commission
3 of Yolo County, Inc., within the limitations of the approved
4 budget, shall only be employed after approval of the adminis-
5 tering board upon recommendation of the personnel committee.
- 6 D. All personnel of the Economic Opportunity Commission of
7 Yolo County, Inc., shall be paid a salary consistent with
8 the salary schedule of the County of Yolo for the same or
9 similar positions subject to approval of the Regional Office
10 of the CSA in accordance with Federal regulations.

11 ITEM V - FISCAL

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- 12 A. All funds received for financing the war on poverty
13 programs consisting of both public grants and private dona-
14 tions shall be deposited in a special trust fund in the
15 Yolo County Treasury and no disbursements shall be made
16 therefrom except on a duly issued warrant of the Yolo
17 County Auditor.
- 18 B. The Yolo County Auditor shall make lump sum allotments
19 to the Economic Opportunity Commission of Yolo County,
20 Inc., for the operation of the various programs
21 in accordance with the approved budgets. Said allotments
22 shall be approved by the governing officials, provided
23 such funds have been received from the federal or state
24 government or private donations.
- 25 C. The Yolo County Auditor shall prescribe the necessary pro-
26 cedures and controls to assure the accurate accounting for

1 all receipts, encumbrances, expenditures and balances of
2 money by the Economic Opportunity Commission of Yolo County,
3 Inc.

4 D. The Yolo County Auditor shall audit the books and
5 fiscal records of the Economic Opportunity Commission of
6 Yolo County, Inc., once every six months, or more frequently
7 if deemed appropriate, and submit an audit report to the
8 governing officials. Such audit shall be an in kind
9 contribution to the Commission. Micro Fiched

10 E. All checks issued by the Economic Opportunity Commission
11 of Yolo County, Inc., shall be signed by the Executive
12 Director or designee and the President of the Commission
13 or the Treasurer.

14 F. The Yolo County Auditor shall prepare and submit to the
15 Economic Opportunity Commission of Yolo County a quarterly
16 statement for reimbursement of funds expended by the County
17 of Yolo in accordance with an approved budget for personnel
18 of the Community Action Program who are employees of the
19 County of Yolo. The Economic Opportunity Commission
20 of Yolo County, Inc., shall retain funds to pay such
21 reimbursement.

22 ITEM VI - INVENTORY

23 A. The administering board shall be responsible for the main-
24 tenance and accounting for all property of Economic Oppor-
25 tunity Commission of Yolo County, Inc., in which the Federal
26 government holds an interest or residual power of disposition.

1 A copy of all inventories shall be filed with the government
2 officials.

3 B. No inventory acquisition of a fixed assets nature such as
4 cars, trucks, official furniture and equipment, etc., shall
5 be made by Economic Opportunity Commission of Yolo County, Inc.
6 without prior approval of the governing officials.

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7 ITEM VII - BUDGETS

8 A. No change of any type shall be made by Economic Opportunity
9 Commission of Yolo County, Inc., in any program budget from
10 that approved in the grant application without prior approval
11 of the governing officials; provided however, the County Admin-
12 istrative Officer may approve line item transfers within a
13 major object of any program budget.

14 B. No expenditure in excess of the approved budget allocation shall
15 be made by Economic Opportunity Commission of Yolo County, Inc.,
16 without prior approval of the governing officials.

17 ITEM VIII - EXECUTIVE DIRECTOR

18 A. Subject to the administrative direction of the Commission
19 and the Board of Supervisors, the Executive Director shall
20 be directly responsible to the Commission and Board of
21 Supervisors for carrying out and administering the operating
22 functions of the Commission, for submitting written and
23 oral reports to the Commission and Board of Supervisors,
24 for submitting program recommendations, for preparation
25 and submission of the annual budget, for controlling
26 expenditures consistent with the adopted budget, for the

- 1 proper accounting and management of Commission finances and
2 properties, for carrying out and enforcing the policies
3 of the Commission and Board of Supervisors, for acting as
4 liaison between the Commission and the Board of Supervisors,
5 for the general management of all Commission functions
6 and programs subject to the approval of the Commission
7 and the Board of Supervisors and to the direction of the
8 president during the interim periods between Commission
9 meetings and for the performance of such other duties and
10 responsibilities as the Commission or Board of Supervisors
11 may from time to time assign to the Executive Director.
- 12 B. The Administering Board may participate in the evaluation
13 of the Executive Director by submitting its comments regarding
14 the performance of the Executive Director during the Micro Fiched
15 latter's annual performance evaluation. The comments may
16 include a positive or negative recommendation regarding
17 a merit increase. The County Administrative Officer shall
18 request comments from the Administrative Board prior to his
19 performance evaluation of the Executive Director.
- 20 C. The incumbent Executive Director of the Commission shall
21 become Executive Director as a County employee on
22 August 16, 1978, under the following terms and conditions:
- 23 1) The incumbent must pass satisfactorily a County medical
24 examination conducted in accordance with the Personnel
25 Regulations of the County of Yolo.
 - 26 2) The Executive Director shall become a probationary

employee of the County of Yolo and shall be governed by Yolo County rules or regulations concerning probationary employees, including the provision permitting an extension of probationary period.

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3) The incumbent Executive Director as a County employee shall retain seniority as Executive Director and such sickleave and vacation he/she may have accumulated up to but not exceeding the maximum allowed under County employment.

4) Compensation initially shall be set by the County at Range Step C of M 14.95, \$1645 per month.

D. The process for selecting a future Executive Director shall include the following steps:

- 1) The Personnel Committee of the Administering Board shall serve as a screening panel for applicants to refer candidates to an oral panel.
- 2) From the candidates referred by the screening panel, an oral panel shall refer the top candidates to the the County Administrative Officer and Board of Supervisors.
- 3) The oral panel shall consist of five persons of whom one shall be the chairperson of the Administering Board and one shall be a low income member of the Administering Board designated by that Board.

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ITEM XIII - TRAVEL

Notwithstanding any other provisions of this agreement, the Commission and its officers and employees shall adhere to the travel policy that the Board of Supervisors adopts for all employees of the County of Yolo not governed by Memoranda of Understanding. Where such County policy requires review and approval by the Board of Supervisors or County Administrative Officer for County employees, such review and approval shall be required for the Commission, its officers and employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

YOLO COUNTY BOARD OF SUPERVISORS

By: *Arthur H. Richards*

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

8/17-78

ATTEST:

LAURENCE P. HENIGAN, CLERK

By: *Barbara Rodgers*
Deputy

(SEAL)

ECONOMIC OPPORTUNITY COMMISSION OF YOLO
COUNTY, INC., a non-profit corporation

By: *Charles R. Mack*

PRESIDENT

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By: *Charles R. Mack*

Secretary

Barbara Rodgers
DEPUTY COUNTY COUNSEL

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY

SUB-GRANT APPLICATION

SUB-GRANTEE SIGNATURE SHEET

CETA TITLE VI AGREEMENT

AGREEMENT NO. 78-265

PROJECT

FILED

Sub-Grantee Name

SEP 11 1978

City of Woodland (Project #60)

LAURENCE P. HENIGAN, Clerk

Address

By Baird Rodgers
Deputy

300 First Street

City

Phone:

Woodland, CA 95695

662-5416

Program Director

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1. Amount of funds allocated per this sub-grant is \$ 2,883.00
2. Grant period begins 08-29-78 and ends 09-30-78

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

City of Woodland

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

THOMAS A. PETERSON, City Manager

(Typed Name and Title of
Authorized Officer)

ARTHUR H. EDMONDS, Chairman

BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORSBy Baird Rodgers
DEPUTY

RECEIVED

SEP 11 1978

LAURENCE P. HENIGAN, Clerk

By _____
Deputy

(SEAL)

FILED
SEP 11 1978
LAURENCE P. HENIGAN, Clerk
By *[Signature]* Deputy

1 AGREEMENT NO. 28-215

2 CETA Title VI Public Service Project Agreement

3 The Emergency Job Programs Extension Act of 1976 amended

4 Title VI of CETA by adding Sec. 607, 608, and 609

5 (Federal Register May 13, 1977 Part IV)

6
7 THIS AGREEMENT made and entered into this 29th
8 day of August, 1978, by and between the COUNTY OF YOLO, a
9 political subdivision of the State of California hereinafter, re-
10 ferred to as PROGRAM AGENT, and the City of Woodland (Project #60),
11 300 First Street, Woodland, CA 95695

12 hereinafter referred to as SUBGRANTEE.

13 Micro Fiched

14 W I T N E S S E T H :

15
16 1. SUBGRANT: This agreement sets forth the terms and
17 conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for
18 the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT con-
19 sists of the following:

- 20 A. This agreement
21 B. Signature sheet
22 C. Schedule of position listing and budget attached
23 hereto as Exhibit "A" herein.
24 D. Project PROPOSAL Abstract, attached hereto as
25 Exhibit "B" herein.
26 E. General and Special Assurances attached hereto
27 as Exhibit "C" herein.

28 2. SERVICES: SUBGRANTEE shall in a manner satisfactory
29 and proper as determined by PROGRAM AGENT perform the services de-
30 scribed in the application and Project Abstract in accordance with
31 the time schedule, budget, number of participants to be hired etc.
32 as set forth in the Proposal Abstract, attached hereto as Exhibit

1 "B" and incorporated herein by reference.

2 3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM
3 AGENT monthly and weekly reports or other reports as required in a
4 manner as specified by PROGRAM AGENT.

5 4. TERM OF AGREEMENT: This agreement shall be for a
6 term commencing August 29, 1978 and terminating
7 on September 30, 1978. Said term of this agreement
8 shall not exceed 1 month and 3 days ~~xxxxxxx~~. **Micro Fiched**

9 5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE
10 for actual CETA approved Payroll Cost, as specified in budget, in-
11 curred in the performance of this Agreement in accordance with the
12 following rules:

13 A. Total reimbursement shall not exceed the amount
14 of the subgrant or modification thereof.

15 B. On or before 5th working days specified each
16 month by the PROGRAM AGENTS; _____

17 SUBGRANTEE shall submit a claim to the PROGRAM
18 AGENT.

19 C. The Auditor of the PROGRAM AGENT shall examine,
20 settle and allow the claim in the manner provide
21 by law.

22 D. Approved claims shall be paid from and only to
23 the extent of available funds granted to PROGRAM
24 AGENT by the Joint Powers Agency, composed of
25 the City of Sacramento, the County of Sacramento,
26 and the County of Yolo, known as Sacramento-Yolo
27 Employment and Training Agency, a Joint Powers
28 Authority.

29 E. PROGRAM AGENT reserves the right to withhold pay-
30 ment for cost incurred by SUBGRANTEE when PROGRAM
31 AGENT determines SUBGRANTEE is not fulfilling the
32 terms of this Agreement.

1 6. TERMINATION OF AGREEMENT:

2 A. For Cause. If through any cause SUBGRANTEE shall
3 fail to fulfill in timely and proper manner its
4 obligations under this Agreement, or if SUB-
5 GRANTEE shall violate any of the covenants or
6 stipulations of this Agreement, or if the grant
7 from the U. S. Department of Labor under which
8 this Agreement is made is terminated by the said
9 Joint Power Authority, PROGRAM AGENT shall there-
10 upon have the right to terminate this Agreement
11 by giving written notice to SUBGRANTEE of such
12 termination and specifying the effective date
13 thereof. If SUBGRANTEE is unable or unwilling to
14 comply with such additional conditions as may be
15 lawfully applied by the U. S. Department of Labor
16 to the grant under which this Agreement is made,
17 SUBGRANTEE or PROGRAM AGENT shall terminate this
18 Agreement by giving written notice to PROGRAM
19 AGENT or SUBGRANTEE, respectively signifying the
20 effective date thereof. Notwithstanding the
21 above, SUBGRANTEE shall not be relieved of liabi-
22 lity to PROGRAM AGENT for damages sustained by
23 PROGRAM AGENT by virtue of any breach of the
24 Agreement by SUBGRANTEE and PROGRAM AGENT may
25 withhold any reimbursement to SUBGRANTEE for the
26 purpose of setoff until such time as the exact
27 amount of damages due PROGRAM AGENT from SUB-
28 GRANTEE is agreed upon or otherwise determined.
29 B. For Convenience. PROGRAM AGENT may terminate
30 this Agreement at any time by giving written
31 notice to SUBGRANTEE of such termination and
32 specifying the effective date thereof, at least

1 30 days before the effective date of such termi-
2 nation. If the Agreement is terminated by PRO-
3 GRAM AGENT as provided herein, SUBGRANTEE will
4 be paid an amount which bears the same ratio to
5 the total compensation as the services actually
6 performed bears to the total services of SUB-
7 GRANTEE covered by this Agreement, less payments
8 of compensation previously made. Micro Fiched

9 7. LAWS: SUBGRANTEE shall comply with all the appli-
10 cable laws, ordinances, codes of the State of California and local
11 governments. Subgrantee shall comply with terms and conditions of
12 the Comprehensive Employment and Training Act of 1973 as amended,
13 including the Emergency Job Program Extension Act of 1973 and any
14 regulation promulgated thereunder.

15 8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and
16 hold harmless and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or damages,
18 including attorney fees, arising out of or resulting from the per-
19 formance of this Agreement, caused in whole or in part by any neg-
20 ligent act or commission of SUBGRANTEE or anyone directly or indi-
21 rectly employed by SUBGRANTEE, regardless of whether or not it is
22 caused in part by a party indemnified hereunder.

23 9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it
24 presently has no interest and shall not acquire any interest direct
25 or indirect, which would conflict in any manner or degree with the
26 performance of services required to be performed under this agree-
27 ment. SUBGRANTEE further covenants that in the performance of this
28 Agreement no person having any such interest shall be employed.

29 10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate,
30 layoff, or reduce the working hours of an employee in anticipation
31 of hiring an individual with funds available under Title VI. In
32 addition, no participant shall be used to fill positions or provide

1 services normally provided by temporary, part-time, or seasonal
2 workers or contracted out, or to fill full-time vacancies. SUB-
3 GRANTEE shall not hire any person into any job funded under Title
4 VI when any other person is on lay-off from the same or any sub-
5 stantially equivalent job.

6 11. GOVERNMENT: It is understood by the parties hereto
7 that the Federal Government will not be obligated or liable to SUB-
8 GRANTEE as a condition of this Agreement.

Micro Fiched

9 12. LEGAL RELATIONSHIP:

- 10 A. It is herein understood and agreed that SUBGRANTEE
11 is an independent contractor and that no relation-
12 ship of employer-employee exists between the
13 parties hereto. That SUBGRANTEE shall not be
14 entitled to any benefits available to employees
15 of PROGRAM AGENT. That PROGRAM AGENT is not re-
16 quired to make any deductions from the compensa-
17 tion payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent con-
19 tractor, SUBGRANTEE thereby holds PROGRAM AGENT
20 harmless from any and all claims that may be made
21 against PROGRAM AGENT based upon any contention
22 by any third party that an employer-employee
23 relationship exists by reason of this Agreement.
- 24 B. It is further understood and agreed by the
25 parties hereto that SUBGRANTEE in the performance
26 of its obligations hereunder is subject to the
27 control or direction of PROGRAM AGENT as to the
28 result to be accomplished by the services herein
29 agreed to be rendered and performed as well as
30 to the means and methods for accomplishing the
31 result.
- 32 C. If, in the performance of this Agreement, any

1 third persons are employed as employees of SUB-
2 GRANTEE, such persons shall be employed by and
3 shall be entirely and exclusively under direction,
4 supervision and control of said SUBGRANTEE. All
5 terms of employment of said person, including
6 hours, wages, working conditions, discipline,
7 hiring and discharging or any other terms of em-
8 ployment or requirements of law, shall be made
9 by said SUBGRANTEE, and PROGRAM AGENT shall have
10 no right or authority over said persons or the
11 terms of such employment. **Micro Fiched**

12 D. SUBGRANTEE, as an independent employer, shall be
13 liable and hereby expressly assumes and accepts
14 exclusive liability as an employer under the
15 Federal Insurance Contributions Act, Federal
16 Social Security Acts, or any other Federal or
17 State laws or acts which in any way affect or
18 relate to the relationship of employer and em-
19 ployee, and shall be liable for any Social Secu-
20 rity, unemployment, or other taxes or penalties
21 arising or levied by reason of the employment of
22 such persons employed by it. PROGRAM AGENT shall
23 not be liable for any workmen's compensation or
24 other benefits accruing under any Federal or
25 State law or acts to any persons employed by the
26 said SUBGRANTEE under this Agreement, but such
27 liability, if any, shall be exclusively that of
28 SUBGRANTEE.

29 13. PERSONNEL:

30 A. SUBGRANTEE represents that it has, or will secure
31 at its own expense, all personnel required in
32 performing the services under this Agreement.

1 All Project Personnel hired by SUBGRANTEE shall
2 be eligible EDD certified PSE participants and
3 verification of such eligibility is the responsi-
4 bility of the SUBGRANTEE. However, such personnel
5 shall not be employees of or have any individual
6 contracted relationship with PROGRAM AGENT.

7 B. All of the services required hereunder will be
8 performed by SUBGRANTEE or under its supervision,
9 and all personnel engaged in the work shall meet
10 SUBGRANTEE's employment qualifications and shall
11 be authorized under state and local law to per-
12 form such services. **Micro Fiched**

13 C. RETENTION OF RECORDS: Certification of partici-
14 pants, CETA eligibility, books, financial records,
15 supporting documents, personnel and other docu-
16 ments pertinent to the Agreement must be main-
17 tained for a period of three years after termina-
18 tion of the Agreement.

19 D. None of the participants hired under this Agree-
20 ment shall be utilized for service not covered
21 by the PROJECT ABSTRACT.

22 E. None of the Projects activities covered by this
23 Agreement shall be sub-contracted.

24 14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

25 No person shall on the ground of race, creed, color, handicap,
26 National origin, sex, age, political affiliation, or beliefs be ex-
27 cluded from participation in, be denied the benefits of, or be sub-
28 jected to discrimination under any program or activities funded in
29 whole or in part with funds under the Act.

30 15. ASSIGNMENTS: This agreement is not assignable by
31 SUBGRANTEE either in whole or in part.

32 16. ALTERATIONS: No alteration or variation of the terms

1 of this Agreement shall be valid unless made in writing and signed
2 by the parties hereto.

3 17. WAIVER: The waiver by PROGRAM AGENT of any default,
4 breach or condition precedent shall not be construed as a waiver on
5 the part of the PROGRAM AGENT or any other default, breach or condi-
6 tion precedent, or any other right hereunder.

Micro Fiched

7 18. SUCCESSORS: This Agreement shall bind and insure to
8 the successors in interest of PROGRAM AGENT and SUBGRANTEE in the
9 same manner as if such party has been expressly named herein.

10 19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's
11 contractors shall hire or cause or allow to be hired, a person into
12 an administrative capacity, staff position or public service employ-
13 ment position funded under CETA, if a member of his or her immediate
14 family is employed in an administrative capacity for the Sacramento-
15 Yolo Employment Training Agency or PROGRAM AGENT. However, where
16 a state or local statute regarding nepotism exists which is more
17 restrictive than the above policy, the eligible applicant should
18 follow the state or local statute in lieu of the policy.

19 A. The term "member of the immediate family" in-
20 cludes: wife, husband, son, daughter, mother,
21 father, brother, brother-in-law, sister, sister-
22 in-law, son-in-law, daughter-in-law, father-in-
23 law, mother-in-law, aunt, uncle, niece, nephew,
24 step-parent, and step-child.

25 B. The term "administrative capacity" includes those
26 who have overall administrative responsibility
27 for a hiring or supervisory program as set forth
28 in 29 CFR § 99.99.

29 C. The term "staff position" includes all CETA
30 staff positions funded under the Act, such as
31 instructors, counsellors and other staff involved
32 in administrative, training or service activities.

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Subgrant No. _____ Program Agent

Arthur H. Richard
Signature of Authorized Officer

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
Title of Authorized Officer

Date 8.22 1978

City of Woodland
Legal Name of Subgrantee

W. A. Stinson
Signature of Authorized Officer

City Manager
Title of Authorized Officer

Micro Fiched

CITY OF MOODLAND

<u>Position/Title</u>	<u>Wages/Benefits</u>
Administrative Aid	\$ 1,052.00
Administrative Aid	1,051.00
Typist-Clerk I	<u>780.00</u>
Three Positions	Total Cost <u>\$ 2,883.00</u>

Contract period 1 month and 3 days effective 8-29-78 through 9-30-78.



RECEIVED AUG 0 8 1978

City of Woodland

CITY HALL

WOODLAND, CALIFORNIA 95695

(916) 662-5416

OFFICE OF THE CITY MANAGER

August 3, 1978

Ralph Harris
Manpower Coordinator
Yolo County Manpower Administration
313 4th Street
Woodland, CA 95695

SUBJECT: CETA Project Request - Public Fire
Safety Education and Prevention Program

Micro Fiched

Dear Mr. Harris:

Enclosed is the City's request to conduct a Fire Safety Education Program with CETA project funds beginning August 29, 1978. The program basically entails the development of fire safety educational materials for the various fire departments and districts operating in the County.

As we've discussed, this program is similar to the one conducted over the past year in the City of Woodland. The Woodland program has met with so much success that a revised version is scheduled for regular City funding in 1978-79 and the County Fire Chiefs Association has expressed interest in having a similar type of program conducted for their agencies. Using the expertise developed in the first project, the enclosed program is an effort to answer that interest.

The request assumes a full year of operation at a cost of \$31,985. We are aware that available CETA project funds are limited and should you be unable to fund our request in its full amount we are certainly willing to discuss a shorter operating period.

Thank you for your consideration. Should you have any questions, please let us know.

Sincerely,

Kris B. Kristensen
Assistant to the City Manager

KBK/plw
cc: Fire Chief

City of Trees

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

Micro Fiched

C

Project Name PUBLIC FIRE SAFETY EDUCATION AND PREVENTION PROGRAM

Organizational Name CITY OF WOODLAND

Organizational Address 300 FIRST STREET, WOODLAND, CA 95695

Telephone Number (916) 662-5416

Director's Name TOM PETERSON, CITY MANAGER

Person(s) to Contact KRIS KRISTENSEN, ASSISTANT TO CITY MANAGER

Authorized Signature Thos. A. Peterson

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

Micro Fiched

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

Local Government - Fire Department
Community Based Non-Profit Organization
Community Action Agency
Educational Institution
Prime Sponsor
Other: (Cannot be private-for-profit)

State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

- a. What is the task to be performed? Development, adaptation and distribution
of Public Fire Safety Education and Prevention programs for use in all of
Yolo County. **Micro Fiched**
- b. What are the expected results of this project? A series of Fire Safety
Education and Prevention programs and materials will be developed or
adapted from existing programs in Woodland, for public dissemination County wide.
- c. What is the Public Service provided by this project? Increase public
awareness of Fire Safety and Prevention throughout Yolo County.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

The primary task of this project will be to develop or adapt, the City of
Woodland's Fire Safety Education and Prevention programs and materials, for use
County wide.

4. Budget

Total Personnel Costs (A & B) \$ 31,985

Attach itemized fringe benefits:

A. Salaries and Wages \$ 25,592

B. Fringe Benefits \$ 6,393

Total funds requested (Equals total personnel costs) \$ 31,985

Total positions requested 3

Average cost per position requested (total budget divided by number of positions) \$ 10,661.67

Complete the following information for each position requested.
Attach job description sheet for each job title listed."

Micro Fiched

<u>Job title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
Administrative Aid	765/*803	191/200	12	11,754
Administrative Aid	765/*803	191/200	12	11,519
Typist Clerk I	567/*594	142/149	12	8,712
	/			

*Step Increase

Duration of Projection

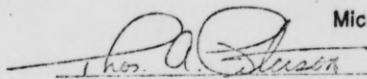
Estimated from August 29, 1978 to August 28, 1979

*Attach additional sheet if necessary.

5. Geographic area to be served by the Project: Yolo County

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CEIA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐


Authorized Signature

Micro Fiched

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The City of Woodland has been a regular participant in the CETA Program since its inception. Over the years the City has transferred several CETA employees, who prior to working with CETA were unemployed or underemployed into permanent City positions.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

The Administrative Aids and Typist Clerk I to be hired, will be supervised by the City's Public Education Aid, in charge of Public Fire Safety Information and Education, who has several years experience in producing Educational and Informational Programs for public dissemination and is currently in charge of the ongoing Public Fire Education Program for the City of Woodland.

Micro Fiched

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

<u>City Council Member</u>	<u>Occupation and Employer</u>
John S. Kimura, Mayor	Farmer - Self employed
Harry Walker, Vice-Mayor	Professor - University of California, Davis
Don E. Wyly, Councilman	Retired
Wally N. Foster, Councilman	State Farm Insurance - Agent
Richard Alcaukus, Councilman	Attorney

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

PHASE 1 - Develop Overall Program - 2 Months

During this phase, each of the City's Public Fire Safety Education Programs will be reviewed to ascertain the modifications necessary to adapt them to a County wide program.

PHASE 2 - Develop and Modify Program Materials - 5 Months

During this phase all necessary development or modification of the City's Fire Safety Education and Prevention programs and materials will be accomplished.

PHASE 3 - Dissemination of Programs and Materials - 5 Months

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During this phase the programs and materials will be distributed throughout the County with the cooperation and assistance of the fire departments within the County. As requests are made, project personnel will go to areas within the County to assist other fire departments with the presentation of the program and will coordinate the acquisition of printed materials for these departments.

11. a. State in detail what community need this project fulfills.
- b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
- c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

The National Fire Prevention and Control Administration, through its report America Burning, has estimated "about 70% of the fires that occur in buildings can be attributed to the careless acts of people". It further states "It is these fires that should be the special target of educational efforts designed to prevent them from happening".

The City of Woodland recognized this problem and designed a program to accomplish these educational goals last year, and was granted a one year CETA Project to implement it. As a result, one of the team members is now a permanent employee of the fire department. There is, however, no other organized Public Fire Safety Education and Prevention Program in Yolo County. The Yolo County fire services have recognized this need, and have asked the Woodland Fire Department to be the lead agency in planning, developing, adapting and distributing Public Fire Safety Education and Prevention programs and materials County wide.

Micro Fiched

Reductions in fire loss will eventually bring better fire insurance ratings for Yolo County residents, resulting in lower fire insurance premiums. The reduction of the fire problems, through the implementation of County wide Fire Safety Education programs, could be important in reducing future local government costs.

If Yolo County is to reduce fire losses, Public Fire Safety Education and Prevention must be a major and continuing part of the effort.

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

<u>12</u>	Professional	<u>12</u>	Skilled
<u>83</u>	Semi-Professional	<u>35</u>	Unskilled
<u>27</u>	Clerical	<u>28</u>	Semi-Skilled

TOTAL 197

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The Administrative Aids and the Typist Clerk I will be located in the City's main fire station which will provide them with adequate work space and easy access to their supervisor.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

Fire Safety Education and Prevention planning has been identified as a key element in the fire services' efforts toward a fire free community. This proposed County wide program will be designed and implemented following the example of the City of Woodland's successful Fire Safety Education and Prevention Program started last year.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II	12/74 to 3/77	5	\$ 96,199.50
III			
VI	7/75 to 9/77 (as of 3/77 II funded under VI) 9/77 to 9/78 7/77 to 7/78 (Project)	4 9 reg. 9 reg. 9 Proj.	\$ 62,497.68 98,462.00 100,206.00
TOTAL		18 (9 regular) (9 Project)	\$357,365.18

Micro Fiched

Comments:

- b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Public Works Employment Act Title II	1/1/77-12/31/78	82,848.00	Public Works Department - Replacement of 2 miles of water lines in areas of deterioration. Finance Department - Accounting systems in Utilities Division and Storeroom. Planning Department - Help in revision of new General Plan.
TOTAL			

Comments:

Micro Fiched

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CELTA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/President of their governing body sign as the authorized signature.)



Authorized Signature



Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

Micro Fiched

- b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
 - c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- Micro Fiched
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
 - e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
 - g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
 - h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
 - i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

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- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

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6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and

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collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

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In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

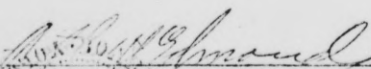
ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

Board of Supervisors
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695
(Address)

COUNTY OF YOLO
(Legal Name of Applicant)

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(Signature of Authorized Officer)


CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

(Typed Name & Title of
Authorized Officer)

8-22-78
(Date of Application)

RECEIVED

SEP - 11978

LAURENCE P. HENIGAN, Clerk

By _____
Deputy

PSA NUMBER 06-9061

PRIME SPONSOR AGREEMENT

SIGNATURE PAGE

COMPREHENSIVE EMPLOYMENT AND TRAINING ACT

FILED

SEP - 11978

LAURENCE P. HENIGAN, Clerk

By Barbara H. Hens
Deputy

This Prime Sponsor Agreement (PSA) is entered into between the Department of Labor, Employment and Training Administration, hereinafter referred to as the Grantor, and County of Yolo, hereinafter referred to as the prime sponsor.

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All work to be performed under annual plans, executed pursuant to this PSA, will be in accordance with the Comprehensive Employment and Training Act (CETA) of 1973, as amended, applicable CETA rules and regulations and the assurances and certifications and narrative descriptions contained in this PSA.

Annual plans to be submitted pursuant to the PSA will be in accordance with the CETA rules and regulations and instructions issued by the Secretary of Labor or his designee. All CETA funded activities carried out by the prime sponsor may be included in appropriate annual plans submitted under this agreement.

This Prime Sponsor Agreement is effective when signed by an authorized representative of the prime sponsor and countersigned and dated by the DOL Grant Officer.

Prime Sponsor Signature

Date

DOL Signature

Date

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Typed Name and Title

Signed: Arthur Douglas
Grant Officer

Typed Name and Title

PRIME SPONSOR AGREEMENT

NARRATIVE

A. Program Purpose

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The primary purpose of the manpower program in Yolo County is to reduce unemployment and underemployment through establishment of an effective comprehensive employment, training, and supportive service delivery program by:

- . integration and utilization of all community resources to respond to health, welfare, education, training, and employment problems;
- . implementation of programs which maximize opportunities and enhance self sufficiency.

B. Geographic Description and Economic Conditions

1. Geographic Description

Yolo County, located in one of the prime agricultural areas of the state, is in the southern Sacramento Valley. It is bounded on the east by the Sacramento River and on the west by the 3,057 foot level of the Pacific Coastal Range. Total land area for Yolo County is approximately 650,000 acres or 1,000 square miles. Nearly two thirds of all land is classified as prime agricultural, while only a small portion composed of the Cities of Woodland and Davis and the East Yolo unincorporated area could be considered urban in character.

The remaining land area is mostly grasslands suitable for nonintensive agriculture or grazing, and some forestlands.

An important geographic feature is the deep water channel and Port of Sacramento which has opened up the area to major world trade routes. This has initiated growth in many industries, shifting employment in the County away from its strict farming heritage.

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It is also important to note that while Yolo County is seen as primarily rural and agricultural, it is bounded on the east by Sacramento County which is primarily urban and the hub of economic activity in the Sacramento Valley. Thus, Yolo County enjoys many typically rural characteristics and also has access to economic benefits of more highly populated areas.

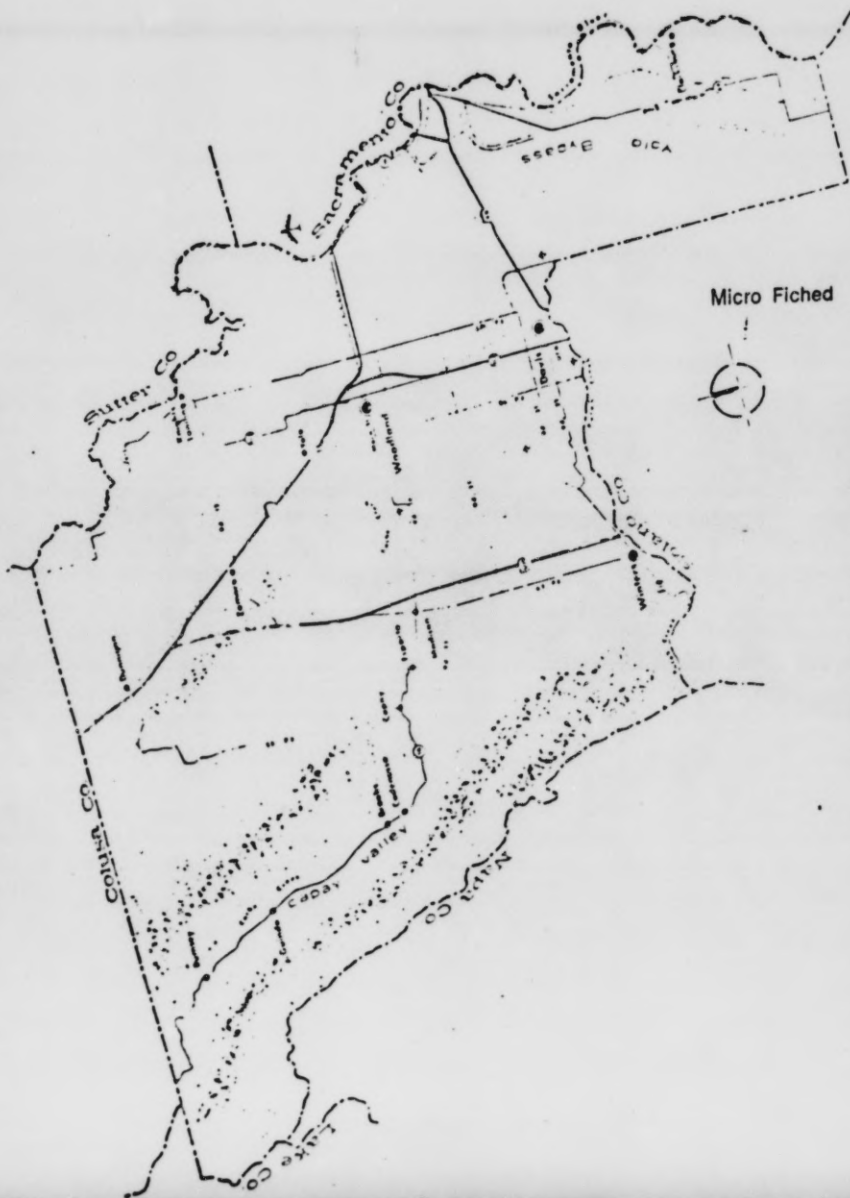
A map of the geographic boundaries of Yolo County is included on the next page.

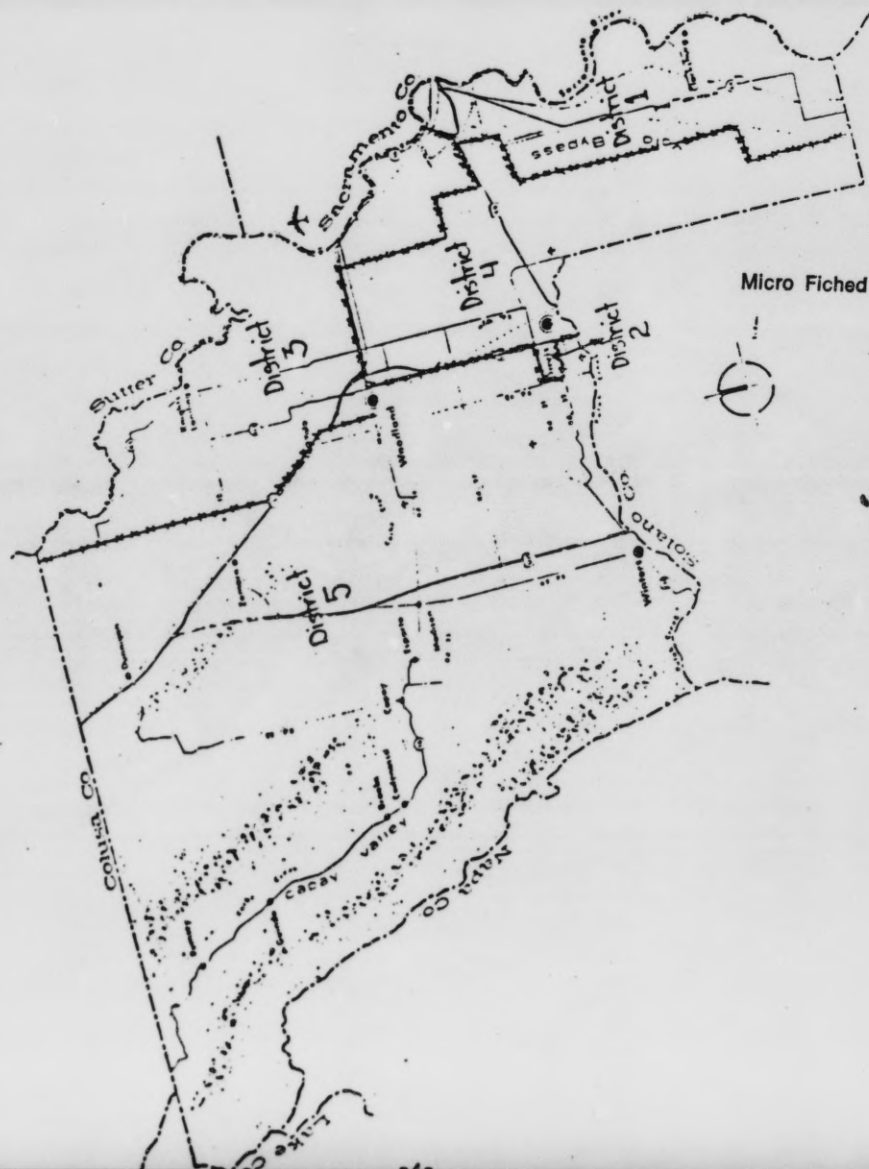
2. Political Units

This Prime Sponsor is directed by its jurisdiction's largest governmental unit, County Government. The County Board of Supervisors is comprised of five representatives, one each from the areas outlined on the District map on page 4. The jurisdiction encompasses a large unincorporated area and the small city governments of Winters, Davis, and Woodland. A brief description of each area follows:

Davis: Home of University of California, Davis

The total population is 31,931. The median age is 23 old.





Davis has experienced a rapid, recent population boom, and is starting to be known as the utopia in urban living for persons employed in Sacramento.

The University employs the majority of Yolo County's governmental workers. (Government accounts for 40% of the total non-agricultural wage and salaried workers in the County). Of the principal wage earners in Davis, 47% work in Davis and 39% are in the professional, technical, and kindred worker occupations. The population is predominantly white and 12% are **Micro Fiched** minorities. As of 1975, approximately 60% of the population had resided in Davis less than two years, a reflection of Davis' young, transient college population.

Woodland: The County Seat

Woodland has a total population of 25,389, with a median age of 28. The major occupations of the principal wage earners are as follows:

- . Draftsmen, foremen, and kindred workers.
- . Managers, officials, proprietors - including farm owners and managers.
- . Professional, technical, and kindred.
- . Operatives.

Approximately 80% of the Woodland heads of household have less than two years of college. Of the total population, 82% are white, 12% are Spanish-American, and 6% are comprised of various other minority groups.

Winters: Gateway to Lake Berryessa

The total population of Winters is 2,520 and the median age is 27. The major occupations of Winter's principal wage earners are as follows:

- . Operatives
- . Craftsmen, foremen, and kindred workers
- . Laborers, including farm laborers

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Only 31% of these principal wage earners work in Winters. The others are spread throughout Yolo County, predominantly Woodland and Davis, while approximately 15% work outside the county, commuting either to Solano or Sacramento areas. Approximately 87% of the heads of household have less than two years of college. Of the total population, 80% are white, 13% are Spanish-American, and 7% are comprised of the various other minority groups.

Unincorporated Area:

The total unincorporated population is 40,832, with a median age of 27. Eighty percent of this population is white, 11% is Spanish-American, 1% is Black, and 8% is comprised of the other minority groups. Eighty-five percent of the heads of household have less than two years of college.

The major occupations of the principal wage earners are as follows:

- . Craftsmen, foremen, and kindred workers
- . Managers, officials, and proprietors.
- . Laborers
- . Operatives
- . Professional and Technical

Twenty-four percent of the principal wage earners work in the Sacramento area, 14% in East Yolo County, 9% in Woodland, and 6% in Davis; while the others are spread throughout the county with very few commuting to outside areas other than Sacramento. Encompassed in the unincorporated areas of Yolo County is the East Yolo area, including the growing communities of West Sacramento, Broderick, and Bryte. This is a pocket area for unemployment, poverty, and crime. Because of its close proximity to Sacramento, its geographic isolation from the County seat of Woodland, and its unincorporated status, this area often suffers in the quality of social services and programs available.

3. Balance of State Applicants

--Not Applicable--

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4. Description of Economic Conditions

a. AREA INDUSTRIAL AND OCCUPATIONAL COMPOSITION

Sacramento's labor market area's is heavily reliant upon government as the major employer. The federal government's total employment in the area has been declining annually. However, this was offset by increases in local governmental employment under the provision of C.E.T.A., Public Service Employment. State government employment is fairly stable at this time; however, budgetary problems may cause a significant loss of positions during the next two years.

In addition to gains in government employment, significant gains were recorded by the trade and services segments of the economy. This reflects the close relationship of these

industries with an economy strongly influenced by governmental spending which infuses a relatively high and stable income into the community. Despite the increases in employment, unemployment has reached unacceptable figures and persists at a high rate of 8.8 percent¹

Some industries, including manufacturing and construction have experienced recent declines in employment. This has resulted in a persistent pool of unskilled, semi-skilled workers normally considered "blue collar" who are unsuccessfully seeking employment in a strong "white collar" job economy.

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While Yolo County's economic base is agricultural, recent trends indicate a dramatic decline in farm employment. Agricultural employment has steadily been dropping from 12,900 in 1960 to 9,100 in 1975 and is projected to drop to 7,000 by 1980. The emphasis for Yolo County will focus on the retraining of farm workers to meet the demand for technically skilled farm workers.

Described below is the industrial and occupational composition of the Prime Sponsor's jurisdiction by major industry.

CONSTRUCTION -- Construction employment in Yolo County has fluctuated as drastically as in other areas of the nation in the last few years. The University of California at Davis

¹ Labor Market Bulletin, February 1978, Employment Development Department.

has contributed to this relative stability by maintaining a small, but regular on-campus building program. In addition, growth at the University has created a need for apartments and stores off-campus, which has in turn, contributed to building activities. In 1975, while many areas in the state suffered massive construction job cutbacks, Yolo County employment dipped only slightly from 1974 levels. Much of this decline was located in the heavy construction industry and resulted from the completion of Interstate 80 near Davis.

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FINANCE-INSURANCE-REAL ESTATE -- Payrolls in the finance-insurance-real estate division expanded moderately, but regularly, between 1970 and 1973. Most of the growth occurred in banking and other financial institutions as new branches opened to service the rising population. Though a decline was experienced in the previous year, in 1977-78 the insurance industry, banking and real estate will return to previous employment levels.

PUBLIC ADMINISTRATION -- Historically, government has been one of the major employers in Yolo County, accounting for over 40 percent of nonagricultural wage and salary positions. Between June 1974 and June 1975, nonagricultural jobs increased by 400, while government added 600 -- helping to balance declines in construction and manufacturing. Eight out of ten government jobs are with educational facilities -- and most of those are with the University of California at Davis. As a result, government employment experiences a seasonal pattern following the academic year-- dwindling job levels between June and September of each year.

Education will add 300 jobs in 1977-78, as growth at the University continues. Other levels of government are expected to remain stable during the forecast period.

MANUFACTURING -- The bulk of manufacturing jobs in Yolo County are concentrated in two industries: food processing and transportation equipment. These two industries combine to provide about 60 percent of manufacturing employment.

The food processing industry is highly seasonal because it is subject to crop production.

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The remaining manufacturing industries, primarily printing and publishing, stone, clay, glass, and non-electrical machinery weathered the effects of the recession without damage. The lumber and wood industry did fall victim to some of these effects, and was forced to cut back payrolls starting in mid-1973. This industry began to recoup its losses in 1976 and will have returned to its earlier levels in 1978.

MINING EXTRACTION -- Although mining has not been a large industry in Yolo County, employment has expanded slightly in the past few years, primarily in firms specializing in oil and gas exploration and drilling this trend is expected to continue because of high prices and demand for oil and natural gas. The slow steady growth evidenced in the past will continue in 1978 with small job additions, but will not experience a significant increase.

TRANSPORTATION-COMMUNICATION-UTILITIES -- Most of the employment

in this division is in the trucking and warehousing industry. Many of the firms in this industry handle agricultural products from the surrounding area, and are located in the vicinity of the Port of Sacramento, an international food distribution center. While international trade patterns have changed in recent years, there is still a demand for the crops produced in the Sacramento Valley and shipped through the deep water channel.

As this industry is linked to the agricultural harvest, it follows the same seasonal pattern. Employment is at its peak in the late summer and early fall, while mid-winter is the low point. There are approximately 300-400 more jobs in the high period than in the low.

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Most of the remaining jobs in this sector are with utility companies. These firms experience very little seasonal fluctuations.

TRADE -- Trade is the second largest employment division in Yolo County and accounts for almost one out of every five non-agricultural jobs. The largest number of jobs -- twenty-five percent-- are with eating and drinking places. Next in importance are the wholesale trade and automobile dealer and service station components.

Patterns in trade employment are influenced by two factors: the first of these is the harvest. Distribution of local produce constitutes most of wholesale trade employment. Consequently, payrolls in this industry peak in late summer and bottom out in mid-winter, fluctuating by about 400 persons. The other seasonal influence is the academic year. A large part of the restaurant

employment consists of firms servicing students at the University of California in Davis.

Job growth in trade generally will continue during the forecast period, picking up its pace as the economy recovers.

In 1978, expansion will occur in both general merchandise stores and restaurants. Both Woodland and Davis have experienced rapid population growth which accounts for much of the advance in these industries. In addition, Woodland is important as a shopping center for the nearby Capay Valley towns. In 1978, wholesale trade will expand along with grocery stores, automobile dealers, and miscellaneous retail stores.

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SERVICES -- Although a variety of service industries exist in Yolo County, almost one-third (1/3) of the division is made up of medical and other health services. Nonprofit organizations also employ a sizable number of people, while most of the remaining industries employ between 200 and 300 workers. Seasonal patterns in this division exist in the hotel and metal industry, primarily because of the tourist season that peaks in the summer months.

AGRICULTURE -- Agriculture is the primary productive unit and economic base of Yolo County. Vast acreages are devoted to the raising of tomatoes, rice, sugar beets, pears, apricots, and asparagus. Because of the seasonal nature of the industry, about 2,000 people work on the farms in the off season, while between eight and eleven thousand are employed at the peak.

The following chart shows employment by industry for Yolo County:

Wage and Salary Employment
Yolo County
1976 - 1979
Annual Averages

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	1976	1977	Forecast	
			1978	1979
Agricultural Employment	5,900	5,000	5,500	5,900
Nonagricultural Employment	35,700	37,900	40,000	41,000
Mining	100	100	100	100
Construction	1,400	1,600	1,900	2,000
Manufacturing	4,500	4,900	5,200	5,300
Transportation and Public Utilities	1,800	2,000	2,100	2,200
Wholesale Trade	1,400	1,400	1,500	1,500
Retail Trade	5,200	5,600	6,000	6,300
Finance, Insurance, and Real Estate	1,100	1,200	1,200	1,200
Services	4,400	4,700	5,100	5,200
Government	15,800	16,400	16,900	17,200

b. ECONOMIC TREND OVERVIEW

Total civilian employment in the Sacramento labor market area is increasing at a greater rate than California as a whole, increasing by 6.7 percent as compared with 4.3 for the entire state. This continuing upsurge in employment will be the result of a number of new firms moving into the labor market area and job expansion at established firms. Employment growth has also been stimulated in response to the continued popularity of the Sacramento area as a tourist attraction and convention site.

Total unemployment, which rose between 1975 and 1976, decreased by 2.4 percent between 1976 and 1977. Total unemployment is expected to drop for 1978. The jobless figure has fallen slowly in relation to the rise in employment due in part to an increasing number of entrants and re-entrants into the labor market - particularly women, youth, and older workers. In 1979, the number of unemployed will decline by 1.6 percent. **Micro Fiched**

As a result of increasing employment and a decreasing number of jobseekers, the unemployment rate is expected to drop. The unemployment rate for Yolo County specifically as of June, 1978 was 7.3 percent, with anticipated local increasing rates as the agriculture harvest season ends in the fall.

Sacramento, the major city of Sacramento County, is the capital of the State and therefore a major governmental center. The city also serves as the retail and wholesale trade center for the Sacramento Valley and nearby mountain areas. Davis, in Yolo County, is the site of a large campus of University of California with a large administrative, teaching, and clerical staff.

Government, trade, and services are major industry groups in the jurisdiction, hence the region has a significantly larger proportion of its workers employed in "white collar" professional, technical, managerial, sales, and clerical occupations than does the State as a whole.

Following both national and state trends, employment of white-collar workers in the area will grow at a faster pace through the remainder of the 1970s than will employment in blue-collar

occupations. Anticipated expansion of the local economy will generate additional positions in the manager, official, proprietor, and professional and technical worker categories. However, the clerical group is expected to show the largest gains as industries with a high volume of paper work and record keeping continue to expand. Employment of sales workers will also increase, but job gains will be smaller than for other groups in the white-collar category.

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As a result of projected growth in retail trade, which includes eating and drinking establishments, the number of jobs for food service workers will moderately increase during 1978-1978. The anticipated expansion of medical and business services will add opportunities for health service, cleaning service, and protective service workers. Most jobs in the service occupations, however, will result from the need to replace workers who retire and die.

Craftsmen, operatives, and laborers, who comprise the blue-collar occupational groups, account for approximately one-fourth (1/4) of total employment in the jurisdiction. Employment growth for these workers will be influenced primarily by anticipated gains in construction, durable goods manufacturing, communications, and utilities. While the growth rates in blue-collar occupations are substantially less than in the white-collar sector, there will still be opportunities for blue-collar workers who have the high level of skill or training potential that is generally expected in this labor market.

In this region, particularly Yolo County, as elsewhere in the state and nation, increases in average farm size, mechanization,

and improvements in feeds, fertilizers, and pesticides have increased farm efficiency and reduced the need for farm laborers. This historic trend will significantly affect the farm employment outlook. On the other hand, mechanization creates some need for workers to operate, maintain, and repair farm equipment. Additionally, the employment outlook in many other occupations, e.g., truck driver, cannery workers, and wholesale trade salesperson, is directly influenced by the size of the crop harvest.

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The labor market area has an abundance of residents seeking semi-skilled and unskilled jobs. Generally, the skills most in demand by local employers are not those possessed by the low-skilled worker groups. On the whole, the industries with the greatest growth potential have been those which depend more on administrative or technical workers than on manual labor. For example, two of the fastest growing local industry divisions, trade and services, have considerably more than one-half (1/2) of their workers in white-collar occupations. Trends developing now do not hold promise of significant change in this situation. Though employment will increase in the next two years, this increase will not be enough to absorb all new entrants into the labor force. Consequently, there will be an increase in unemployment and jobs will be highly competitive.

Trade and service are the areas which will offer additional job opportunities in the future, while Federal, State, and Local government payrolls will stay the same or reduce slightly.

Other industrial groups are not expected to increase payrolls

to any appreciable extent. Construction will show a slight increase in employment opportunities, if the current lowering of interest rate is not reversed.

Occupation trends by professions or crafts emphasize the need for training. The supply and demand for professional, technical, and managerial positions are in balance with the exception of registered nurses, inhalation therapist, and LVN's, which have a shortage of qualified workers. Most professional, technical, and managerial positions require advanced education and previous experience, making entrance into such positions difficult for the disadvantaged unskilled labor force.

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There appears to be an overabundance of applicants for most sales positions and the turnover rate is relatively low. Among the clerical workers, applicants with diverse office skills, who can type at least 55 wpm accurately, will be needed. Legal secretaries, temporary court reporters, clerk-typists, key punch operators, clerks, general office workers, and stock clerks who are experienced will find themselves in demand. However, marginally skilled workers will find entrance difficult.

C. Approach

1. Methods of Recruitment

The Yolo County Prime Sponsor utilizes a comprehensive program (Project M.O.V.E.) to provide recruitment and intake services throughout its jurisdiction. While the recruitment is centralized in a single system, it is geographically decentralized to cover the whole county. Project M.O.V.E. has three offices and in addition utilizes

a mobile unit to reach the unincorporated, and rural areas of the county. The following additional activities are conducted for the purposes of recruiting potential C.E.T.A. participants:

1. Utilization of various types of media.
2. On-going communication with community-based programs.
3. Door to door contacts.
4. Coordinated outreach efforts with the Employment Development Department.

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Eligibility determination occurs at intake. Each applicant is screened to determine eligibility under the definitions by income level of "Economically Disadvantaged", "Low Income Level", and/or "70 percent of the Lower Living Standard Income Level", and length of unemployment and residence. Written information provided by the applicant is discussed during a personal interview with a trained staff intake worker. Verbal investigation during the interview assists to determine that the applicant has appropriately computed and reported income sources and amounts and has made adequate differential of inclusive versus non-inclusive income. Applicants sign a document certifying the truth of their self-certification statements.

Those persons eligible are given C.E.T.A. program orientation(s) and pre-enrollment counseling. Potential enrollees are assigned to a counselor, becoming part of a caseload. While most potential enrollees are accepted on a first-come, first-serve basis, priority is given to significant segment service levels described in the Annual Plan(s). Priority situations are determined and implemented through the Prime Sponsor and sub-grantee internal monitoring mechanisms. When the Prime Sponsors/subgrantees determines significant segment levels to

be low, periods of priority status enrollment are implemented.

Information gathered during the intake process and the individual occupational goals and aspirations of the applicant are matched to select participants for entry into subsidized program activities. Once selected for participation, enrollees in program activities designed for receipt of allowance payment sign a Release of Information's Forms. These are sent to the Department of Welfare and appropriate Unemployment Insurance offices of the Employment Development Department for written confirmation of the level of unemployment and/or welfare benefits being received, if any. Returned documentation by both departments become part of the participant file and the information is part of the system for determination of allowance benefits for which the participant is eligible.

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2. Veterans Considerations

Disabled and Special Veterans and those who received other than a dishonorable discharge are given special consideration through several mechanisms:

- 1) The Employment Service is advised of job vacancies and training opportunities approximately forty-eight hours in advance of other organizations, and special coordination efforts have been developed to encourage veteran participation in all C.E.T.A. activities;
- 2) Yolo County has classified veterans as a significant segment which automatically provides for special consideration; and
- 3) Veterans are provided employment opportunities which relate to the skills each has obtained or has utilized during military service.

Yolo County's Veteran population comprises approximately 14% of the total population. Within the Veteran population, approximately 31%

are Vietnam Era Veterans, with approximately 27% being under the age of 35 years. Because Yolo County operates a single coordinated intake system, it has the ability to immediately employ special techniques to reach Veterans, including Viet-era Veterans under 35, when it is determined this population group is not receiving adequate services. In addition, the few Veteran organizations located in the county have a single contact point when seeking employment services for Veterans. All these organizations work closely with the Yolo County Prime Sponsor. Furthermore, Yolo County projects utilize public service announcements to recruit special segments when services provided are less than projected.

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3. Placement and Follow-Up Mechanisms

Placement of C.E.T.A. participants into unsubsidized employment occurs through several mechanisms and activities:

- a. Enrollee participation in a "Job Search Program";
- b. Transition from O.J.T., P.S.E., Work Experience, and combination program activities;
- c. Coordination of Job Development and referral activities with the Employment Service and other community agencies; and
- d. Aggressive Job Development activities by subgrantee staff.

The Prime Sponsor requires termination interviews to be conducted by subgrantee staff, which results in placement verification. The Prime Sponsor staff, in turn, routinely peruses termination interviews and randomly selects positive terminations for purposes of verification.

In addition to the Prime Sponsor's requirement of subgrantees to provide enrollees with on-going assessment and counseling, a 30-60-90

day post placement follow-up is required of subgrantees on all positive terminations. Subgrantee staff is required to do the minimum number of post placement follow-ups, maintain the data collected in participant files, and forward management information to the Prime Sponsor. The Prime Sponsor will utilize the data obtained from post placement follow-ups, for planning purposes and to both monitor and evaluate its total program.

Further information regarding the placement and follow-up activities of the Yolo County program are included in Appendix I, Participant Flow Chart.

Micro Fiched

4. Public Service Employment

In the event Public Service jobs are developed at other than the entry level, the Yolo County Prime Sponsor monitoring staff, together with the Manpower Administrator, will investigate and survey the individual subgrantees requesting positions to ensure that applicable Personnel Policies, Procedures and Collective Bargaining agreements are being complied with. The Prime Sponsor monitoring staff will have the additional immediate responsibility of contacting and educating agency supervisory personnel to C.E.I.A. Public Service regulations, and their responsibilities as subgrantees.

The monitoring staff will report directly to the Prime Sponsor any discrepancies or violations discovered within scope of the activities with the subgrantees. Based on the information received from the monitoring staff, the Prime Sponsor shall determine whether or not a Public Service job developed is acceptable and in conformity with Federal rules and regulations governing maintenance of effort, relates appropriately to local manpower priorities, and/or provides

sufficient skills training to the participant to ensure the opportunity for upward mobility.

Immediate supervisors shall receive written instructions from the Prime Sponsor charging them with the responsibility of assuring that the C.E.T.A. participant receives a complete orientation to include an explanation of the operation and organization of the Department or Agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Prime Sponsor or a representative will make an on-site monitoring or regular visit to ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done. The Prime Sponsor's monitoring staff will also assist agency supervisors in developing training and/or employment plans for each individual participant to ensure that education and experience requirements of the specific occupations are met in full.

Micro Fiched

To facilitate the elimination of artificial barriers to employment, on-going reviews of all classification plans will be made by the Prime Sponsor. These will consist of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies will be required to make the same type of review. Such reviews will be done on a continuing basis in view of Federal requirements.

Employment standards or minimum qualifications required for entrance into Public Service jobs shall be carefully scrutinized to ensure

that skills required have direct job application relative to tasks to be performed, and in no case shall they be higher than actually required. Arbitrary requirements for certain levels of education or specific years of experience shall be eliminated. Emphasis shall be placed on specific knowledge, skills, and abilities required to perform the work as opposed to formal credentials.

Micro Fiched

Employment selection devices, including written, oral or performance tests, application forms, employment interviews, etc., shall be carefully screened and controlled so as to eliminate irrelevant and unfair questions. All factors entering into employment decisions shall be directly related to the tasks performed on the job. No public service position shall be designated as "Male" or "Female" or titled in such a way as to convey that impression to applicants. Female applicants shall be accorded full opportunity to compete for any P.S.E. jobs. Any exceptions shall demonstrate absolute necessity for sexual restrictions.

In order to ensure special consideration for Disabled Special and Recent Veterans, especial Viet-era Veterans under 35 years of age, the Yolo County Prime Sponsor shall require that all Public Service job vacancies, except those to which former employees are being recalled, must be listed with the single coordinated intake unit (M.O.V.E.) and the State Employment Service (E.D.D.) at least 48 hours (excluding Saturdays, Sundays and Holidays) before such vacancies are filled. During this period Disabled, Special and Recent Veterans including the Vietnam-era group, will be referred. In the event that sufficient numbers of Veterans are not available during the 48 hour period, the coordinated intake unit may also refer welfare

recipients. All other applicants will be referred after the 48 hour period.

Job announcements will be prepared and distributed to the State Employment Service, County Social Service agencies, and Veteran's Service Offices 24 hours prior to job opening date. This is to ensure maximum recruitment effort throughout all of Yolo County. The Yolo County Prime Sponsor shall coordinate with the subgrantee and exercise maximum efforts to design Public Service jobs for Veterans whose skills were acquired through their military experience.

Micro Fiched

The Prime Sponsor shall also assign to the comprehensive manpower program of Yolo County the responsibility of giving special consideration to all Disabled, Special and Recent Veterans who seek or request job training or retraining through other manpower activities. Access to these resources shall be available to the Veteran during the screening for Public Service Employment process.

D. Delivery Agents

1. Methods of Selection

The Yolo County Prime Sponsor solicits requests for proposals for special Employment and Training programs in accordance with its Annual Plan(s). Proposal requests are designed to solicit in-depth data in the following areas:

- a) Program Purpose Design
- b) Participant Goals and Objectives
- c) Organizational and Administrative Capacity
- d) Budget Allocations by activity and program design

The criteria used to select deliverers, while specific criteria may

vary from year to year, is in accordance with the following
general categories:

- a) Cost/benefit factors
- b) Facilitation of participant career goals and objectives.
- c) Administrative capabilities.
- d) Ability to provide quality service to a variety of significant segments as well as the general population.
- e) Resourcefulness and demonstrated linkages.
- f) Responsiveness to local priorities and needs.

Micro Fiched

2. Priority to Area Skills Centers

The primary training center for utilization by Yolo County residents is the Sacramento Skills Center located in downtown Sacramento. The Center provides full-time, comprehensive, short term skills training in a wide range of occupational fields in conjunction with GED preparation, high school completion credits, and remedial education. In spite of the fact that the Center is approximately 25 miles away and poses transportation problems for some participants, it has proven to be an effective training resource for Yolo County.

In order to minimize the problems due to geographic isolation the following efforts have been exerted:

- 1) Cooperation and coordination with the Sacramento Area Regional Planning Commission to provide increased public transportation between major population points in Yolo County and Sacramento; and
- 2) Coordination of car pools for program participants.

While the majority of public and private training resources are located in Sacramento, the Prime Sponsor will also utilize the resources available in Yolo County when appropriate and feasible to

do so. The following public educational institutions provide various types of vocational skills training on a part-time basis:

Yolo County Office of Education - R.O.P.

Yuba Community College

Solano Community College

Woodland School District

Davis Joint Unified School District

Washington Unified School District

Micro Fiched

Private schools in Yolo County include Western Truck Driving School and Patchett's Bus and Transportation Company. Linkages have been established with the above institutions in an effort to create and develop additional training programs that will be commensurate with local labor markets needs. The Prime Sponsor will promote and support the continuation of coordination linkages between local community-based organizations and educational/training facilities in order to facilitate the development of increased local training resources.

3. Other Training Opportunities

This Prime Sponsor has demonstrated, and will continue to demonstrate, its resourcefulness through the maximum utilization of existing training resources. The coordination and development of apprenticeship and on-the-job training opportunities will be promoted by the Prime Sponsor and the Prime Sponsor will utilize to the maximum extent feasible the private employment sector, and any community program designed to create, develop and implement these opportunities.

In order to avoid duplication and effectively coordinate training

in the apprentice trades, the Prime Sponsor has developed linkages with several governmental and labor organizations. This effort has been strengthened by the participation of union representatives on the local manpower planning council.

Program designs involving activities in the areas applicable to appropriate apprenticeship standards shall receive the review, advice, and invited comment of the Apprenticeship Consultant of the Department of Industrial Relations for the State of California. Additional appropriate comment shall be solicited from the Department of Veteran affairs.

E. Prime Sponsor Planning

Micro Fiched

1. Role and Procedures

The Planning Council is an advisory body comprised of thirteen (13) members. The Council is advisory to both the Prime Sponsor staff and, more importantly, the Yolo County Board of Supervisors. In its advisory capacity to the Board it recommends basic goals, policies, and procedures for program plans. In its advisory role to Prime Sponsor staff it assists in the monitoring and evaluation of employment and training related services, and the development of plans to meet those needs.

The Council functions through subcommittee structure. Its subcommittees include, but are not limited to, the following (see page for a description of each):

- . Youth Advisory Council
- . Adult Advisory Council
- . Task Force

All subcommittees make recommendations, in accordance with their

specific charge, to the Planning Council. The Council, in turn, makes recommendations to the Board of Supervisors on behalf of its subcommittees and the community-at-large.

The subcommittee membership has been organized to be an extension of the Council to specifically allow the participation of both youth and adult representative of eligible community. The youth and adult subcommittees shall consist of three (3) regular Council members with five (5) additional members representative of other segments, most importantly that of the eligible participant community (see page 31). The Council Chairperson shall insure the participation of the client community through his/her appointments to the subcommittees. This Prime Sponsor has demonstrated evidence that participants more actively share and contribute in the subcommittee structure, and that such participation proves a valuable training ground for enrollees to fill participant community positions on the Council. **Micro Fiched**

The Planning Council meets regularly a minimum of ten (10) times per year at various locations throughout Yolo County. Council meetings are publicized one week in advance of each meeting through the mailing of agendas to those persons requesting notification of meetings. All meetings are open to the public and minutes of all meetings are kept on file with Prime Sponsor for interested persons.

2. Staff Support

The Planning Council, inclusive of its subcommittees, will receive professional, technical, and clerical staff support from the Prime Sponsor staff. The Manpower Administrator of the Prime Sponsor shall appoint appropriate personnel to provide the staff support.

The staff provided to the Council will act under the direction of the Council so long as the work performed does not conflict with Board policy. Staff support responsibilities includes collection and analysis of data or material, the development of narrative reports, and recommendations to the council and/or sub-committee(s) regarding processes for achieving objectives. The provision of staff support shall not conflict with the daily operations of the Prime Sponsor. For additional information regarding the MAPC, refer to Appendix II: Manpower Advisory and Planning Council Resolution.

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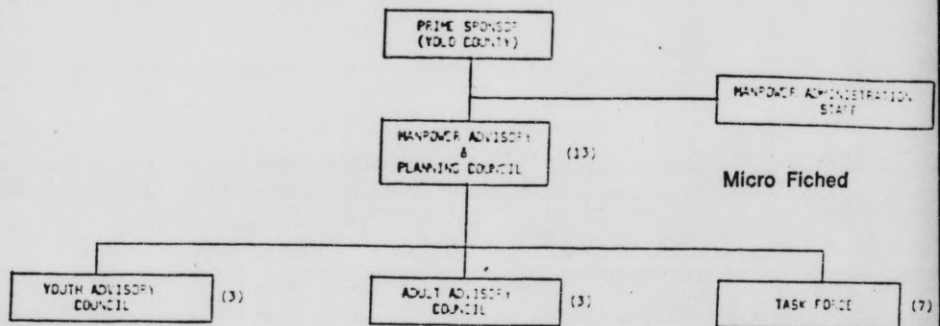
3. Sector Representation on the Council

The following sectors are represented on the Planning Council:

- | | |
|----------------------------------|--------------------------|
| . Veterans | . Agriculture |
| . Business | . Community-at-large |
| . Organized Labor | . Participant Community |
| . Local Secondary Education | . Community Organization |
| . Local Post-Secondary Education | . Employment Service |

4. Community Participation

Input on all program plans and policy issues is solicited from the community-at-large as a normal course of action by the Prime Sponsor staff and the Planning Council. Community-based organizations and private citizens are provided a forum at public meetings to offer constructive input on any and all issues. More importantly, special public hearings are provided specifically for comment on the Annual Plan and the allocation of resources.



Micro Fiched

- CHARGE: To review all proposals for funding; monitor delivery of services and administration; and to evaluate the effectiveness of youth manpower programs; to submit recommendations to MAC regarding youth program plans, goals, policies, and procedures under all titles of the Act; to provide continuing analysis of needs for employment, training, and related services to youth.

- MEMBERSHIP: Total Number - 8

The committee shall consist of three (3) MACC members, as appointed by the MACC Chairperson; and five (5) additional members representative of various community segments, responsive to the requirements of CETA legislation and whose appointment has been approved by the MACC body. The YAC Chairperson shall be a MACC appointee designated by the MACC Chairperson.

- CHARGE: To review all proposals for funding; monitor delivery of services and administration; and to evaluate effectiveness of adult manpower programs; to submit recommendations to MACC regarding adult program plans, goals, policies, and procedures under all titles of the Act; to provide continuing analysis of needs for employment, training, and related services to adult.

- MEMBERSHIP:

(Same as the Youth Advisory Council except for the AAC-Adult Advisory Council).

- CHARGE: To review the comprehensive plan(s) for delivery of manpower services in Yolo County; and make recommendations regarding its implementation to MACC; to review and report on current and proposed manpower legislation; make recommendation regarding afforestation action and equal opportunity employment issues; serve as the Committee to hear grievances; and review and make recommendations on all other issues as assigned by the MACC.

- MEMBERSHIP: Total Number - 9

The committee shall consist of seven (7) MACC members, as appointed by the MACC Chairperson; and two (2) additional members, one (1) representative each as selected by the YAC and AAC groups. The chairperson shall be a MACC appointee designated by the MACC Chairperson.

F. Management and Administrative Plan

1. Organizational Structure

The County of Yolo Manpower Administration office is a division of the Department of Personnel Services of the County of Yolo. As such, it is subject to the general rules, procedures, and policies for the County. Three (3) sections of the YCETA office will include:

- . Fiscal
- . Program Planning and Development Section
- . Monitoring and Support Services

Micro Fiched

For a diagram of this organizational structure, including the general duties of each section, please refer to the YCETA Organization Chart on the next page.

2. Administrative Controls

a. Monitoring System

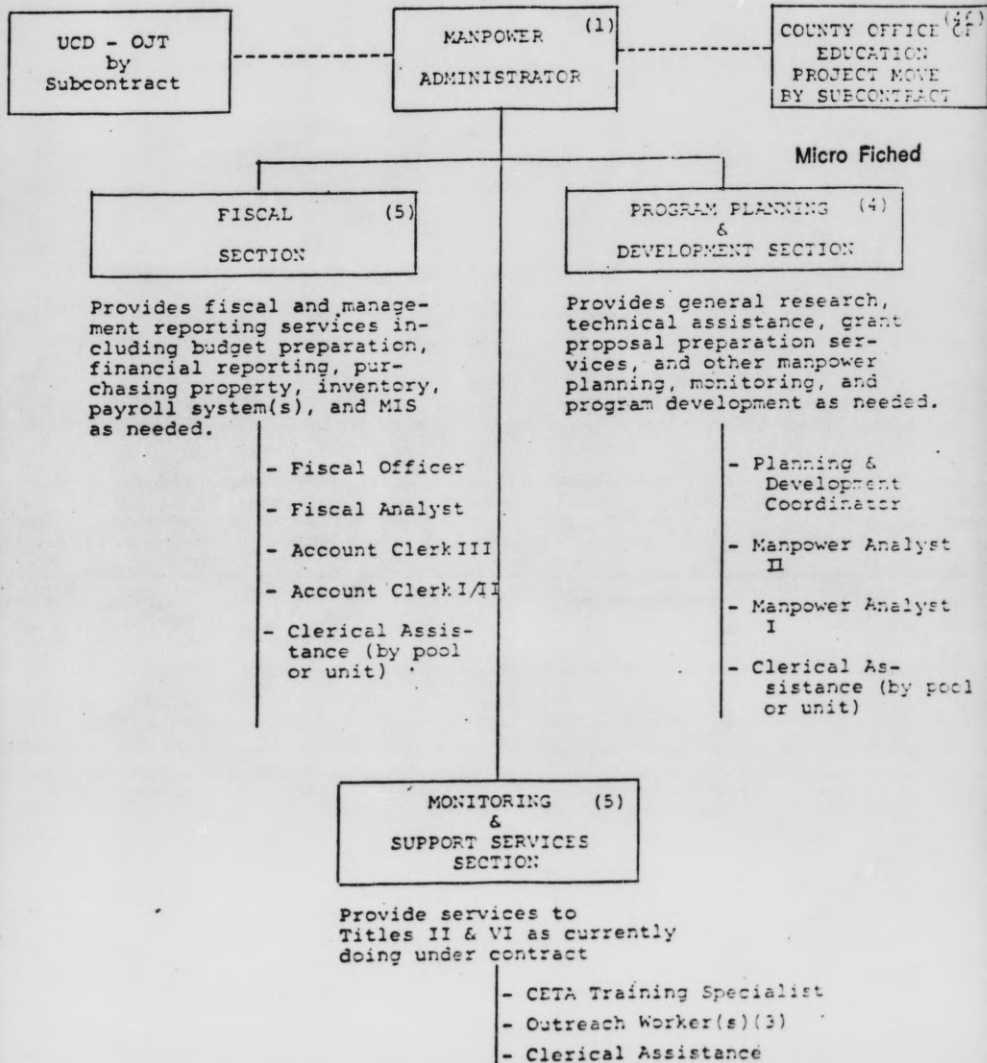
The Prime Sponsor staff will monitor all Title I subgrantees for contact compliance and will cover the following areas:

- . Personnel
- . Record Keeping (including enrollee files)
- . Expenditures
- . Reporting
- . Enrollee Evaluations
- . Worksites and Training Facilities

The frequency with which monitoring occurs is as follows:

- . Onsite visits -- monthly
- . Record Keeping -- monthly
- . Worksite Visits -- bi-monthly
- . Problem-solving Discussions -- bi-weekly

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
ORGANIZATION CHART



- . Other areas -- as needed provided through standard technical assistance procedures of staff.

Monitoring efforts for subgrantees in other Titles of the Act will cover all the above areas, when appropriate or applicable, at a frequency rate determined by the Prime Sponsor.

The monitors will document, through the submission of a narrative report (inclusive of statistics) to the Prime Sponsor management, all monitoring activities and subgrantee progress or lack of it. These monitoring reports will be produced monthly, with a copy also sent to subgrantee director. A summary report will be given to the Planning Council and the Board of Supervisors on a monthly basis.

Micro Fiched

In addition to the standard contract compliance monitoring, the Prime Sponsor planning staff will routinely examine outreach, recruitment, placement, and follow-up, techniques of the subgrantee(s). Special effort will also be made to ascertain the quality of training provided with C.E.T.A. resources. Information on these activities will be gathered through follow-up reports provided by subgrantees, statistical reports provided through the standard reporting procedures, and observations during routine monitoring visits.

b. Evaluation System

Specific criteria for evaluations will be developed annually in accordance with the economic and labor market priorities and the local goals and objectives of funded programs. The Youth Advisory Council and Adult Advisory Council will identify

these goals and objectives at the onset of the program with the manpower staff, the program operators, and representative participants. The locally - developed evaluation process, as implemented during the course of the funding year and the follow-up period, will include:

- . Program Goal Definition
- . Selection of Relative Program Indicators
- . Development of Tools for Measuring Success
- . Implementation and Calculation of Tools (for example, participant surveys)
- . Analysis of Results
- . Development of Preliminary Report
- . Follow-up Studies
- . Development of Final Report

Micro Fiched

All progress throughout the steps in the development of the evaluation process will be presented to the MAPC for review, comment, and approval.

In addition the program-specific evaluation process implemented through the MAPC subcommittee structure, the Prime Sponsor staff will constantly evaluate its total program and its impact on the community. This evaluation process will include:

- . Quality of Training
- . Cost Benefit Ratios
- . Difficulties of Enrollees Served
- . Regulation Intent Compliance
- . Type of Training vs. Type of Employment Received

Data for evaluations will be gathered from the following documents:

- . Intake and Enrollment Forms

- . Worksite Reports (when appropriate)
- . Termination Forms
- . Participant Surveys
- . Placement and Follow-up Reports

The evaluation process, including the coordination, implementation, and publication, shall be the responsibility of the Prime Sponsor through its Program Planning and Development Section (see page 32). As an in-house responsibility of the Prime Sponsor, management of information systems, coordination of required documentation, and collaboration of data shall be provided at the subcommittee and Council level to adequately evaluate the program effectiveness relative to identified goals and objectives in a timely fashion.

Micro Fiched

Results of evaluation processes will be used in the planning process for each approaching program year. Recommendations to the Council, developed from findings of the evaluation process and reviewed in both subcommittee and staff levels, will be incorporated into request for proposal package development and subsequent monitoring efforts of the staff. Evaluation results will feed into planning processes as a catalyst for knowledge development. Information provided regarding the results of tested hypothesis and questions which were determined on the onset will stimulate further experimentation and program re-emphasis to insure on-going effective program design.

c. Personnel System

The Prime Sponsor staff is governed by the Yolo County Personnel

Merit System and Grievance Procedure (see Appendix III and IV for copies of both documents). Both the Merit System and Grievance Procedure are standard rules and regulations of the County of Yolo.

The Yolo County Personnel Services Department has recently been examined as per the request of this Prime Sponsor. Final written notification of the acceptance of this Prime Sponsor's system as meeting the requirements of the Intergovernmental Merit System standards is pending.

Micro Fiched

Subgrantees must submit, and have approved by Yolo County Personnel Services, both a Personnel Manual and a Grievance Procedure prior to receiving C.E.T.A. funds. Subgrantee staff and C.E.T.A. enrollees will have the right of appeal to the Prime Sponsor if all established grievance procedures of the subgrantee are first followed without resolving problem-areas. If the Prime Sponsor staff cannot satisfy the grievor(s), he/she has the right of appeal commencing with Step 3 of Section 237.2 of Article XXIII (see Appendix). Beyond this a grievor may appeal to the Manpower Administration, Region IX.

d. Accounting System

All Prime Sponsor payments are made through and in accordance with the Auditor's Office of Yolo County. The Prime Sponsor submits claims to the Auditor's Office in accordance with invoices and statements submitted to them by subgrantees.

The Prime Sponsor maintains ledgers for each subgrantee and its own operation on both a cash flow and accrual basis. The

Prime Sponsor utilizes invoices, statements, and claims as part of its record keeping system. In addition, the Prime Sponsor maintains general ledgers, journal voucher ledgers, and trial balances.

The depositor of revenues for CETA funds is the Auditor-Controller Department of the County of Yolo. Accounting for control of funds is both automated and manual. Electronic Data Processing systems are used to account for all expenditures relative to manpower program payroll for Titles II and VI and administrative costs. Manual accounting is utilized for the allocation of administrative costs, subgrantee payments, and cumulative totals.

Micro Fiched

All accounting records are kept by the Fiscal Staff of the Manpower Administrator's office. Title II and VI timecards are kept in subgrantee offices and in the County's payroll department. They are subject to audit and monitoring by manpower staff. CETA administrative costs, subgrantee invoices, and payroll printouts are kept in the Manpower Administration Office, together with revenue and appropriation ledgers, cash flow registers, and appropriate administrative journals.

In instances where records, which are in all cases duplicates of those kept in the Manpower Administration Office, are in separate physical locations, for example the County Auditor-Controller's office and the County Manpower Administration Office, all CETA-specific books, ledgers, and other manual accounting records are reconciled monthly to the County print-outs, ensuring adequate accounting control.

The Board of Supervisors as the Prime Sponsor approves all budgets and contracts initiated by the Manpower Administrator, Purchase Order requests are made by the Manpower Administrator and approved by an Administrative Assistant appointed by County Administrative Officer.

Subgrantees utilize their own accounting systems, such systems are subject to Prime Sponsor review and approval and must demonstrate adequate control and must record and classify expenses by CETA program. Expenses must match up to budget line items approved by the Prime Sponsor and specified in the sub-contract.

Micro Fiched

e. Fiscal Reporting and Participant Tracking

Fiscal: Through the receipt of invoices from subgrantees and claims from the auditor, the Prime Sponsor prepares expenditure reports on a monthly basis. Expenditure reports are computed on a monthly and cumulative year-to-date basis and shown in comparison to planned expenditures. Accrued expenditures and encumbered funds are also included in monthly expenditure reports. Summary fiscal reports are provided both the Planning Council and the Board of Supervisors.

- Participant: Subgrantees are required to report participant characteristics and other information in accordance with DOL Participant Record Requirements, parts A-G. The Prime Sponsor records "change of status" for all participants in order to track each through the different activities and total system.

Participant reporting and recording occurs once each month through

the Prime Sponsor system. Each subgrantee is required to submit and maintain participant reports on both a monthly and cumulative year-to-date basis. All participant information is reported in summary to both the Planning Council and the Board of Supervisors.

3. Allowance Payment System

- a. The Prime Sponsor has established a well defined and pre-tested allowance payment system for participants. Through a contractual agreement, the Bank of America serves as the payment agent and insures the expedient issuance of checks to participants.

Micro Fiched

Payments are accounted for through the use of participant time sheets completed and co-signed by the participant and the appropriate worksite or institutional representative. Time sheets are sent to the accounting office for computation of amount to be paid. Upon computation, the appropriate information is sent to the bank for issuance of payment.

- b. A basic allowance of minimum wage is paid to participants not receiving Welfare or Unemployment Insurance. An additional \$5.00/month is paid for each dependent beyond the first two up to a maximum of \$20.00/month. An incentive allowance of \$30.00/month is paid to those participants receiving Public Assistance. Those receiving Unemployment Insurance receive a reduced allowance in accordance with the amount of Unemployment Insurance received and the guidelines outlined in C.E.I.A. Rules and Regulations 95.34 (i).

- c. Participants will receive one (1) paid sick day per month. Participants will be required to call the school the morning of the day absent to report the reason of absence. Excused absences will be granted for illness or reasons related to personal necessity: Examples include family emergency, doctor, Welfare, unemployment or court appearances. Any other reason for non-attendance will be considered an unexcused absence. A doctor's written excuse will be required of a participant absent three or more consecutive days. Unexcused absences will not be paid.

Micro Fiched

- d. The Prime Sponsor does not propose periodic cost of living increases. However, it is anticipated that participants will benefit from the Prime Sponsor's 40 hour per week "Job Search Program" upon the completion of training. Payment of allowances for this activity falls under the category of additional allowances.
- e. Prior to payments, and usually during the intake and orientation process, each potential institutional training participant is checked to investigate their participation in any supplemental income programs. The Prime Sponsor has established cooperative relationships with the Employment Development Department and County Welfare Department in order to detect duplication of any unauthorized payments.
- f. A continuous monitoring of participant records and time sheets is conducted in order to avoid underpayment, overpayment, or unauthorized payments. When time cards are received, a check is

made to ensure that a previous payment for the period has not been made. In the event an overpayment is made, a specified amount will be deducted in subsequent checks until the amount overpaid has been repaid. It will be the responsibility of the subgrantee who made the error, and the participant, to negotiate together the number of pay records and amounts per pay period to be deducted in order to settle the account.

- g. The Prime Sponsor does not anticipate a need to institute a waiver of allowances.

Micro Fiched

4. Grievance Procedure

While all subgrantees must establish a complaint resolution or grievance procedure for C.E.I.A. participants prior to receiving funds from any title of the Act, the grievance procedure as outlined in section F.2.c. of this Prime Sponsor Agreement is available to all participants, contractors, and subgrantees. The Prime Sponsor grievance procedure may be found in the Appendix IV.

5. Equal Employment Opportunity

The Yolo County Prime Sponsor is an Equal Employment Opportunity Employer. It requires its subgrantees to be equal opportunity employers and monitors them accordingly. Equal opportunity applies to the selection of participants as well as actual staff employees. Yolo County's open hiring procedures and affirmative action plans, approved by the Board of Supervisors, outline specific mechanisms for assurance of local EEO and are found in Appendix V.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched
w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code. Micro Fiched (

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)). Micro Fiched

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

11

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under title VI of the Act (section 603(a) (2)(B)), to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

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PSA YOUTH SUPPLEMENT

1. Population

a. Youth Population by Age

The following table of Yolo County Youth population by age group is taken from California State Department of Finance data. The Department of Finance use 1970 Census data as a base and adjusts it for births, deaths, and net migration:

Micro Fiched

Yolo County Youth Population

<u>14-15</u>	<u>16-19</u>	<u>20-21</u>	<u>TOTAL</u>
3290	10800	7260	21350

Youth Population by Age, Sex and Ethnicity is included in the table on the following page:

Micro Fiched

YOLO COUNTY YOUTH POPULATION
BY
SEX AND ETHNICITY - 1979 PROJECTED

		TOTAL	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK-NOT HISPANIC	HISPANIC	WHITE-NOT HISPANIC
14-15	MALE	1677	7	76	29	384	1181
	FEMALE	1613	6	67	28	379	1133
16-19	MALE	5310	20	200	80	1140	3870
	FEMALE	5490	20	210	60	1000	4200
20-21	MALE	3660	12	128	60	380	3080
	FEMALE	3600	13	137	50	660	2740
TOTAL		21350	78	818	307	3943	16204

b. School Status

Estimates of the inschool population are derived from high school enrollment figures and an analysis of those youth who are not in the labor force. Because data on college and adult school enrollment is not readily available, it was estimated that 60% of the oldest age cohort not in the labor force are attending school. This estimate is conservatively high and it is quite possible that greater numbers of 20-21 year olds are neither in school nor in the labor force. The following chart gives the estimated percentage of the total population by age group who are in school:

Micro Fiched

Yolo County In School Youth by Age
As a Percentage of Total Population in Each Age Group

<u>14-15</u>	<u>16-19</u>	<u>20-21</u>	<u>TOTAL</u>
76.5%	33.7%	18.7%	35.2%

c. Labor Force Status

Current Labor Force data and unemployment rates were provided by the California State Employment Development Department - Employment Data and Research Section:

Yolo County Labor Force Status by Age

	<u>14-15</u>	<u>16-19</u>	<u>20-21</u>	<u>TOTAL</u>
Employed	772	5090	4045	9907
Unemployed	0	1200	955	2155
Not in the Labor Force	2518	4520	2260	9298

d. High School Dropouts

The number of high school dropouts age 14-21 is

estimated to be 1913. This figure was arrived at by applying an average dropout rate of 6.34 percent to a school enrollment of 6,164 as supplied by the school districts in Yolo County. The resultant 391 dropouts per year were broken out by age, using dropouts rates by age as supplied by the California State Department of Education for the state as a whole. These rates were projected backward over time to allow for older dropouts in the past year falling out of the 14-21 year old group due to an increase in age. No local information is available for dropout rates by ethnicity.

e. Family Income

Micro Fiched

The following tables show Yolo County Youth Population by economically disadvantaged status under OMB poverty guidelines, and Yolo County Youth population whose family incomes are 85% or less of the Lower Living Income Standard. The first table was arrived at by applying estimates of poverty by ethnicity supplied by the Employment Development Department to the EDD table on total population by age, sex, and ethnicity. The second table (85% LLISL) was derived by applying a factor of 1.068 to each cell in the first table. This rationale is based on a local study which found that by rescreening CETA Youth Program applications which were ineligible under OMB poverty guidelines, an additional 6.8 percent would be eligible under the 85% LLISL. This figure is probably quite conservative, as applicants who were ineligible under the tighter guidelines

wouldn't have applied in as great numbers as applicant who were eligible. (see charts on pages 6 & 7)

f. Supplimentary Data

(1) Youth Arrested:

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The chart on page eight (8) shows youth arrest data by age, sex, ethnicity, and severity of offense for Yolo County youth in 1975. This information was furnished by the California State Department of Justice Division of Law Enforcement Bureau of Criminal Statistics as reported to them by local law enforcement jurisdictions. Their projections show a moderate yearly increase in juvenile arrests. The reader is cautioned that the chart represents a number of arrests rather than number of persons. Nevertheless, it is the most current and accurate data available.

(2) Youth with Mental and Physical Handicaps:

The number of youth (14-21) in Yolo County who have mental and physical handicaps is 2,980. This number is derived from figures provided by the California State Department of Rehabilitation which show 14,900 disabled individuals in the county. Because youth aged 14-21 account for 20% of the overall population in the county, it was assumed that one fifth of the disabled individuals would be youth.

YOLCO COUNTY DISADVANTAGED YOUTH POPULATION, ORB POVERTY GUIDELINES
BY
SEX AND ETHNICITY - 1979 PROJECTED *

		TOTAL	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK-NOT HISPANIC	HISPANIC	WHITE-NOT HISPANIC
11-15	MALE	322	2	17	9	72	222
	FEMALE	308	1	15	8	71	213
16-19	MALE	1014	4	44	24	214	728
	FEMALE	1047	5	46	18	188	790
20-21	MALE	699	3	28	18	71	579
	FEMALE	687	3	30	15	124	515
TOTAL		4077	18	180	92	740	3047

*Estimates of poverty by ethnicity supplied by the Employment Development Department were applied to EDD population data to yield poverty by ethnicity by age.

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YOLO COUNTY YOUTH POPULATION UNDER 85% LOWER LIVING INCOME STANDARD LEVEL
BY
SEX AND ETHNICITY - 1979 PROJECTED*

		TOTAL	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK-NOT HISPANIC	HISPANIC	WHITE-NOT HISPANIC
14-15	MALE	344	2	18	10	77	237
	FEMALE	328	1	16	8	76	227
16-19	MALE	1084	4	47	26	229	778
	FEMALE	1117	5	49	19	200	844
20-21	MALE	746	3	30	19	76	618
	FEMALE	733	3	32	16	132	550
TOTAL		4352	18	192	98	790	3254

*A local study was made in 1978 which found by rescreening CETA Youth Program applicants which were ineligible that an additional 6.8% of youth applicants were eligible. This figure was applied to estimates of youth eligible under OMB poverty guidelines to yield youth eligible under 85% LLISL.

Micro Filled

NUMBER OF YOUTH MISDEMEANOR AND FELONY ARRESTS
BY
AGE, SEX, AND RACE, YOLO COUNTY 1975

		TOTAL	SEX		WHITE		HISPANIC		BLACK		OTHER	
			MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
UNDER 18	MISDEMEANOR	470	378	92	290	70	71	18	13	4	4	0
	FELONY	341	326	15	240	13	69	2	14	0	3	0
	TOTAL	811	704	107	530	83	140	20	27	4	7	0
18-24	MISDEMEANOR	1042	935	107	624	69	258	26	26	7	27	5
	FELONY	447	399	48	250	32	105	9	36	6	8	1
	TOTAL	1489	1334	155	874	101	363	35	62	13	35	6
TOTAL	MISDEMEANOR	1512	1313	199	914	139	329	44	39	11	31	5
	FELONY	788	725	63	490	45	174	11	50	6	11	1
	TOTAL	2300	2038	262	1404	184	503	55	89	17	42	6

(3) Number of Veterans 14-21 and Youth Exiting from Service Without Veterans Status:

From data supplied by the Veterans Administration in Washington D. C., it is estimated that 5.6% of all Vietnam Era Veterans are age 14-21 and that there are 4767 Vietnam Era Veterans in Yolo County. It is therefore estimated that there are 267 Vietnam Era Veterans age 14-21 in Yolo County.

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(4) Number of Women (14-21 on Welfare:

The Yolo County Department of Social Services has counted 365 AFDC mothers who were 14-21 on August 10, 1978. Due to the fact that this is a one day count rather than a cumulative year to date count, this figure may be somewhat low.

(5) Youth Heads of Household:

There is no date readily available on youth heads of household in Yolo County.

(6) Geographic Location of Youth in the Area and Trends in Migration:

Yolo County youth are concentrated in the small urban centers of Woodland, Davis, and the East Yolo unincorporated area. No significant shifts in the location of these concentrations is expected, primarily due to a relative stabilization of the rural-to-urban migration and the agricultural land use priorities which exist.

2. Labor Market

a. Primary Industries and Occupations Employing Youth

The table on the following page illustrates the distribution of job openings by industry and occupational group for the Sacramento labor market area. This information was derived from the Employment Development Department's publication Manpower 1975-1980. The occupations and industries which have the greatest number of openings are identified as entry level and non-entry level.

Micro Fiched

Additional data from the 1970 Census for Yolo County indicates that youth age 14-21 comprise 22% of the labor force in the sales occupational group, 26% of the service workers, 21% of the laborers, 18% of the operatives and 18% of the clerical and kindred workers.

b. Wage Rates of Employed Youth

Information on wage rates for employed youth was provided by the Employment Security Automated Reporting System for youth placed by the Employment Development Department throughout the standard metropolitan statistical area. The following table illustrates the percent of employed youth in each wage distribution. (see charts page 11 & 12)

Micro Fiched

DISTRIBUTION OF EMPLOYMENT OPPORTUNITIES BY INDUSTRIES WITHIN OCCUPATION (1975-1980) SNEA (a)										
	TOTAL (b)	AGRIC FOREST FISHER	MINE	CONST	MFIC	T&PU	TRADE	FIRE	SVC.	GOV'T
PROFESSIONAL & TECHNICAL	17,000	153	17	544	680	612	510	153	11,033	5,281
MANAGERS, OFFICIALS, ETC...	9,950	40	20	437	637	478	3,123	635	2,110	1,400
SALES WORKERS	9,900	30	0	69	554	109	7,168	1,584	386	10
CLERICAL WORKERS	29,500	266	0	620	1,151	2,095	4,484	2,537	9,090	9,233
CRAFTSMEN	7,000	98	14	1,508	1,001	1,120	1,084	35	452	1,218
OPERATIVES	5,500	88	39	253	1,601	1,607	1,480	6	666	303
SERVICE WORKERS	16,500	17	0	33	145	132	4,710	114	9,123	2,173
LABORERS	2,000	206	2	256	214	160	584	38	330	210
FARMERS AND FARMWORKERS	1,000	1,000	0	0	0	0	0	0	0	0
TOTAL	98,350	1,898	92	3,917	4,003	5,773	23,432	5,454	33,697	15,036

(a) Manpower: 1975-1980, Sacramento Metropolitan Area, EDD.

TOTAL 51,508
Major Entry Level

(b) Parts may not equal total due to rounding.

LEGEND



ENTRY LEVEL



NON-ENTRY LEVEL

	HOURLY WAGE								
	under \$2.10	\$2.10 to 2.29	\$2.30 to 2.49	\$2.50 to 2.99	\$3.00 to 3.49	\$3.50 to 3.99	\$4.00 to 4.49	\$4.50 to 4.99	\$5.00 and over
% of placed youth	1%	1%	13%	48%	20%	9%	3%	2%	3%

c. Barriers to Employment of Youth

- (1) Lack of Actual Work Experience to demonstrate to the employer that they can work. **Micro Fiched**
- (2) Lack of Particular Vocational Skills to be able to successfully compete with people who have those skills.
- (3) Overt and Latent Racism on the part of the employers towards non-white youth.
- (4) Overt and Latent Age Discrimination on the part of employers who have never tried to employ youth.
- (5) Overt and Latent Mistrust by employers of youth who are ex-offenders.
- (6) Overt and Latent Sex Discrimination by employers for hiring female youth in positions which traditionally have been held by males and vice versa.
- (7) Overt and Latent Discrimination by employers towards youth who are physically Handicapped and/or Mentally Retarded.

- (8) Class Discrimination by the society which makes it harder for economically disadvantaged youth to get into the system versus middle class and above youth.
- (9) Status Discrimination by the society which makes it harder for those youth who do not conform to the main stream values, i.e., work ethic, appearance, manners, customs. Micro Fiched
- (10) Graphic Isolation of those youth residing in the rural areas of the counties, resulting in job opportunities in their area of residence being both minimal and inadequate.
- (11) Seasonal Farm Labor Patterns of employment in agri-business dominated areas of the counties limiting youth awareness of career alternatives and youth aggressiveness toward seeking vocational skills development in varied employment opportunity areas.

3. Youth Council

a. Role and Responsibilities

The Yolo County Youth Advisory Council functions as a sub-committee of the Manpower Advisory and Planning Council. Its charge is to review all youth proposals for funding, monitor delivery of services to youth and also the administration of those services, and to evaluate the effectiveness of the youth manpower programs. The committee also submits recommendations

to MAPC regarding youth program plans, goals, policies, and procedures under all titles of the Act and provides continuing analysis of needs for employment, training and related services to youth.

The committee is composed of eight (8) members. The following list indicates the names of the members and the sectors they represent:

<u>Name</u>	<u>Representation</u>	Micro Fiched
Mr. Ed Crandell	Educational Agency Representative MAPC member	
Mr. Fred Miracle	Educational Agency Representative	
Mr. Tom Sloan	Community Based Organization	
Ms. Sue Barnette	Community Representative MAPC member	
Ms. Janet Perez	Community/Welfare Representative	
Ms. Sally Guerra	Youth Trainee Representative	
Mr. Dan Dachner	Educational Agency Representative MAPC member	
(to be named)	Youth Trainee Representative	

b. Orientation, Training, and Staff Support

Prime sponsor planning staff will regularly attend Youth Advisory Committee meetings and function as staff support for the committee. The first meeting of the YAC each new fiscal year will serve as an orientation meeting. Training will be given to the YAC in the form of regular reports and special presentations done by prime sponsor planning staff, youth program operators, and community representatives.

PRIME SPONSOR AGREEMENT

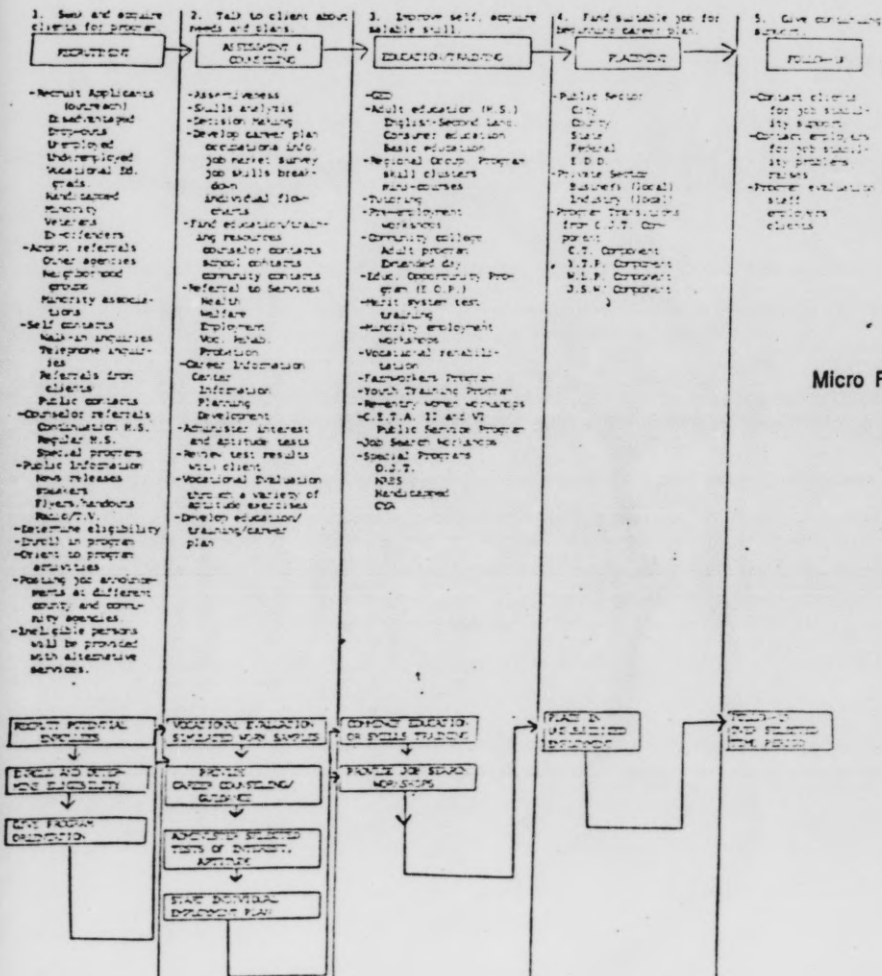
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APPENDIX I

PARTICIPANTS PLAN



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APPENDIX 11

R E S O L U T I O N

(Resolution Creating the Yolo County
Manpower Advisory Council)

WHEREAS, the Yolo County Employment and Training Agency desired to offer a comprehensive program of manpower services in Yolo County; and

WHEREAS, the Comprehensive Employment and Training Act of 1974 requires the establishment of a manpower planning council; and

NOW, THEREFORE, BE IT RESOLVED by the Yolo County Board of Supervisors as Prime Sponsor of the Yolo County program that the Manpower Advisory Council be established as follows:

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MANPOWER ADVISORY COUNCIL - YOLO COUNTY

Section 101

Creation

There is hereby created an advisory board to be known as the Manpower Advisory and Planning Council (herein referred to as the MAPC).

Section 102

Authority and Responsibility

The Manpower Advisory Planning Council shall have the authority and responsibility as set forth in 29CFR§95.13(c) including the authority and responsibility to advise and make recommendations to the Governing Board of this agency as follows:

A. To advise the prime sponsor in the setting of basic goals, policies and procedures for its programs, including the Title I Annual Plan, Title II Annual Plan(s), Title III Plan(s) and the Comprehensive Title VI Plan(s) of this agency.

B. To provide for continuing analysis of needs for employment and related services.

C. To monitor and provide for objective evaluation for all plans under section A.

D. The MAPC will consider the recommendations of the Yolo County Youth Advisory Council in making recommendations as to matters upon which the Agency is required to utilize the YCIAC in the context of the MAPC's overall

1 decision recommending responsibility.

2 Section 103

Membership

3 Membership shall consist of not less than thirteen (13) persons
4 appointed by the prime sponsor. To the extent practical, individuals appointed
5 shall include representatives of the participant community and community-based
6 organizations, the SESA, education and training agencies and institutions,
7 business, organized labor, veterans, and agriculture. Persons representative
8 of other interested groups may also be appointed. All members will be residents
9 of Yolo County.

10 Section 104

Membership: Terms

Micro Fiched

11 A. Length: The term of membership shall be for three (3)
12 years. No member may serve more than two (2) consecutive terms without at
13 least a one (1) year break in service before becoming eligible for reappointment.

14 B. Initial Terms: Initial terms shall be deemed to have
15 commenced on February 1, 1979. Length of terms for the initial appointees
16 shall be for a period of one (1) year for three (3) of the members, two (2)
17 years for four (4) of the members, and three (3) years for five (5) of the
18 members. Members shall draw lots to determine length of initial term.

19 C. Vacancies: a. Persons appointed to fill a vacancy will
20 serve for the remainder of the current term of the member being replaced and
21 may then be reappointed for two (2) additional terms.

22 b. A vacancy shall exist if any person
23 ceases to possess the qualifications for which the appointment is made.

24 c. The Governing Board may terminate the
25 membership of any person who has three unexcused absences from scheduled
26 meetings or two, in the opinion of the Board, is not adequately performing the
27 duties for which the member was appointed.

28 D. Resignations: Resignations should be accomplished by

1 letter or written documentation from the member or the MAPC submitted to the
2 Clerk of the Board of Supervisors.

3 Section 105

Membership: Organization

4 The officers of the MAPC shall be Chairman and Vice-chairman,
5 and such other officers as the MAPC may deem necessary. Officers shall be
6 elected by members of the MAPC from among their number. The Chairman shall be
7 appointed by the Governing Board, which shall consider the recommendation of
8 the MAPC. Any vacancy in any office shall be filled for the unexpired portion
9 of the term of office.

Micro Fiched

10 Section 106

Membership: Quorum

11 A majority of the members of the MAPC shall constitute a
12 quorum for the transaction of business by the MAPC.

13 Section 107

Staff

14 The MAPC, inclusive of its subcommittees, will receive pro-
15 fessional, technical, and clerical staff support from the Prime Sponsor staff.
16 The Manpower Administrator of the Prime Sponsor shall appoint appropriate liai-
17 son personnel to provide the staff support.

18 Section 108

Meetings

19 The MAPC shall meet at least ten times annually at such
20 times and places as shall be determined by rule adopted by the MAPC. Special
21 meetings may be called by the Chairman or in the absence of the Chairman, by
22 the vice-chairman, or any two (2) members upon giving to each member not less
23 than twenty-four (24) hours' notice by mail.

24 Section 109

Conflict of Interest

25 No member of the MAPC shall cast a vote on any matter under
26 deliberation by the Council which has direct bearing on services to be provided
27 by that member or any organization with which that member is associated.

28 Section 110

Absences

1 Any member of the MAPC who is absent from any three conse-
2 cutive regular meetings of the MAPC within one year shall vacate his or her
3 membership on the Council upon a determination by the Governing Board after
4 recommendation from the MAPC that such absence was not for due cause.

5 Section 111

Subcommittees

6 The MAPC shall appoint such subcommittees as it deems
7 necessary to facilitate its over-all decision-making and recommendation process,
8 including a Youth Advisory Committee, an Adult Advisory Committee, and a Task
9 Force.

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APPENDIX III

CHAPTER 6. PERSONNEL MERIT SYSTEM**Micro Fiched****Sec. 2-6.01. Title and scope.**

(a) *Title.* This chapter shall be known as the Personnel Regulations of the County.

(b) *Scope.* The provisions of this chapter shall not apply to any employee in the representation unit created pursuant to the Employer-Employee Relations Policy of the County to the extent that any term of an agreement or Memorandum of Understanding covering such employee specifically declares itself to supersede or prevail over the provisions of this chapter.

(c) *Applicability: Affirmative action plan.* Both elected and appointed appointing authorities shall be governed by the provisions of this chapter and by the affirmative action plan; and both elected and appointed appointing authorities shall make appointments, discharges, suspensions, demotions, and other personnel transactions in accordance with the provisions of both this chapter and the affirmative action plan. Where inconsistent, the affirmative action plan of the County shall prevail over the provisions of this chapter. References to the affirmative action plan mean the Affirmative Action Plan of the County as it exists at the time of the action taken and also include the provisions of an order of any court adopting, approving, or modifying an affirmative action plan or requiring steps to be taken by the County or its officers or employees pursuant to Title VII of the Civil Rights Act of 1964, as amended, or pursuant to any other statute that provides a remedy for discrimination in employment by reason of race, religious creed, color, national origin, ancestry, or sex.

(§ 1, Ord. 513, as amended by § 1, Ord. 707, eff. August 28, 1974, retroactive to July 1, 1974, and § 1, Ord. 780, eff. July 28, 1977)

Sec. 2-6.02. Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(a) "Appointing authority" shall mean the Board, County officers, department heads, or any person or group of persons having the power pursuant to law to make an appointment to any position in a specified department for the County.

(b) "Continuous service" shall mean service during which the employee has been employed by the County without a break or interruption; provided, however, neither military leaves nor leaves of absence, whether with or without pay, shall be construed as breaks in service.

(c) "County officers" shall mean those certain officers designated in Section 24000 of the Government Code of the State.

(d) "Demotion" shall mean a change of employment from a position allocated to a given salary range to a position of a different class allocated to a lower salary range in the same department.

(e) "Department heads" shall mean those persons who are the heads of established departments or offices and shall include County officers.

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(f) "Employees" shall mean all persons employed by the County, other than County officers, except where the natural construction of the provisions of this chapter otherwise indicates.

(g) "Extra help employees" shall mean persons employed in extra help positions.

(h) "Extra help positions" shall mean positions intended to be occupied on less than a year-round basis to cover seasonal peak work loads, emergency work loads of limited duration, necessary vacation and sick leave relief, and other situations involving a fluctuating staff.

(h-1) "Living-in positions" shall mean those positions for which the Board of Supervisors has approved work schedules exceeding an average of forty (40) hours a week, where part of the schedule is sleeping time and the employee is required to sleep at the place of employment.

(i) "Open examinations" shall mean competitive examinations, either written or oral, or both, which shall be open to all applicants who meet the minimum qualifications for the particular classification for which the examination is to be held.

(j) "Permanent employee" shall mean an employee who has satisfactorily served a probationary period and may only be dismissed for cause.

(k) "Probationary employee" shall mean an employee who is serving a probationary period during which he shall demonstrate satisfactory performance in order to be accorded permanent status.

(l) "Promotion" shall mean a change of employment from a position allocated to a given salary range to a position of a different class allocated to a higher range, whether in the same or a different department.

(m) "Promotional examination" shall mean a competitive examination, either written or oral, or both, which shall be open to current employees of the County who meet the minimum qualifications for the particular classification for which the examination is to be held.

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(n) "Provisional appointment" shall mean the appointment of a person to fill a position for which no eligible list exists. A provisional appointment shall not be authorized for longer than six (6) months. If an employee has not qualified in an examination for the position he is holding within six (6) months from the date of employment, his services with the County shall be terminated.

(o) "Reclassification" shall mean a change in the allocation of a position by raising it to a higher class, reducing it to a lower class, or changing the title on the basis of substantial changes in the kind, difficulty, or responsibility of duties performed in such position.

(p) "Regular employee" shall include both regular full-time employees and regular part-time employees.

(q) "Regular full-time employee" shall mean a person employed in a regular full-time position.

(r) "Regular full-time position" shall mean a position established on a permanent year-round basis requiring work on a regular schedule of forty (40) hours per week.

(s) "Regular part-time employee" shall mean a person employed in a regular part-time position.

(t) "Regular part-time position" shall mean a position established on a permanent year-round basis requiring work on a regular schedule of twenty (20) hours or more per week on a continuing basis.

(u) "Supervisory position" shall mean a position, the assigned duties of which include the supervision of a work unit of a department. A supervisory position shall normally be responsible for

assigning and reviewing the work of at least three (3) subordinates.

(v) "Transfer" shall mean a change of employment from a position allocated to a given salary range to a position of the same class, or a different class allocated to the same or lower salary range in a different department.

(w) "General unit" shall mean the representation unit, or any modification thereof, established by the County pursuant to its Employer-Employee Relations Policy by Minute Order No. 72-1447 of the Board, or any amendment thereto.

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(x) "Sheriff's unit" shall mean the representation unit, or any modification thereof, established by the County pursuant to its Employer-Employee Relations Policy by Minute Order No. 73-113 of the Board, or any amendment thereto.

(y) "Y rate" shall mean a pay rate outside of the assigned salary range of a class.

(§ 1, Ord. 513, as amended by § 1, Ord. 650-31, eff. February 5, 1973, §§ 1 and 2, Ord. 684, eff. August 15, 1973, retroactive to July 1, 1973, and § 9, Ord. 789, eff. December 22, 1977)

Sec. 2-6.03. Personnel Director: Duties.

Subject to the administrative direction of the County Administrative Officer, the Personnel Director shall be responsible for the administration of a system of recruitment, qualifying examinations, appointments, promotions, and retention of employees based on merit. He shall establish the methods and procedures necessary for the proper functioning of a merit system. He shall provide such personnel services and assistance to department heads and employees which will contribute to the efficient conduct of the County's business. He shall maintain such records as are necessary for the effective administration of the personnel program.

(§ 2, Ord. 513)

Sec. 2-6.04. Labor Relations Panel: Creation and membership.

(a) *Created.* There is hereby created in the County a Labor Relations Panel.

(b) *Membership.* The Panel shall consist of three (3) members appointed by the Board of Supervisors as follows:

(1) *Initial Panel.* The three (3) members of the initial Panel shall be selected as follows:

(i) The Board of Supervisors shall appoint one member from three (3) names submitted jointly by the Yolo County Government Employees Association, the Yolo County Sheriffs Association, and the Yolo County Attorneys Association.

(ii) The Board of Supervisors shall appoint one member from three (3) names submitted by the representatives of the Yolo County Management Association.

(iii) The Board of Supervisors shall appoint the third member of the Panel.

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(2) *Vacancies.* Appointments to vacancies on the Panel caused by the expiration of a term, resignation, or other reason shall be made by the Board of Supervisors from an agreed list of three (3) or more persons nominated by the designated representatives of the employee organizations and the designated representative of the Yolo County Management Association, as set forth in subsection (1) of this subsection, as designated by the Board of Supervisors. If such a list of nominees is not unanimously agreed upon within sixty (60) days following the announcement of the vacancy or prospective vacancy, the Board of Supervisors shall appoint the Panel.

(c) *Qualification of members.* All members of the Panel shall have personnel experience, labor management relations experience, or legal experience. Members of the Panel shall preferably be residents of the County.

(d) *Limitation.* No member of the Panel shall be a County employee or a member or employee of any of the Yolo County employee organizations.

(e) *Term.* Each appointed member shall hold office for a term of three (3) years or until his successor is appointed; provided, however, of the first members appointed, one shall serve a term of one year, and one shall serve a term of two (2) years. The length of term of the first persons appointed shall be determined by the Panel by lot.

(f) *Removal.* When any member of the Panel fails to attend three (3) consecutive meetings, the chairperson shall report the fact to the Board of Supervisors. The Board of Supervisors, by majority vote, may declare the seat vacant, and the vacancy shall be filled for the remainder of the unexpired term in the manner set forth for regular appointments.

(§ 15.1, Ord. 513, as amended by § 2, Ord. 789, eff. December 22, 1977)

Sec. 2-6.04.1. Labor Relations Panel: Meetings.

(a) *Voting.* Any action of the Labor Relations Panel shall require two (2) affirmative votes.

(b) *Time.* The Panel shall meet upon the call of the chairman or of the Personnel Director.

(c) *Officers.* The Panel shall elect a chairman from its membership.

(d) *Rules.* The Panel shall adopt rules governing the conduct of its proceedings and file such rules with the Board of Supervisors.

(e) *Subpoenas.* The Panel shall have the power to subpoena witnesses.

(§ 3, Ord. 789, eff. December 22, 1977)

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Sec. 2-6.05. Labor Relations Panel: Duties.

The duties of the Labor Relations Panel shall be as follows:

(a) To consider appeals from the recommendations of the Personnel Director regarding the reclassification of positions and to render recommended decisions thereon;

(b) To hear appeals from disciplinary actions (discharge, demotion, or suspension) ordered by an appointing authority and to render decisions thereon; and

(c) To hear appeals of grievances and to render decisions thereon.

(§ 15.2, Ord. 513, as amended by § 1, Ord. 557, and § 4, Ord. 789, eff. December 22, 1977)

Sec. 2-6.06. Personnel Board: Exemptions from jurisdiction.

(a) *Persons exempt.* The following employees shall be exempt from the provisions or jurisdiction of the Personnel Board:

- (1) Elected officials;
- (2) The County Administrative Officer;
- (3) All heads of County departments;
- (4) Deputies of the District Attorney and the County

Counsel;

- (5) Yolo County General Hospital physicians;
- (6) The Clerk of the Board of Supervisors;
- (7) The Secretary of the County Executive;
- (8) The Secretary-Jury Commissioner;

- Court;
- (9) The Executive Officer and Secretary of the Superior
 - (10) The Marriage Counselors;
 - (11) The Secretary of the Marriage Counselors;
 - (12) The first assistant or first deputy of any elected official;
 - (13) Probationary employees and extra help employees;
- and

(14) Employees subject to the operation of the Merit System of the State or other provisions of State laws governing the employment, qualifications, salary, or dismissal of such employees.

(b) *Issues exempt.* Matters lying within the jurisdiction of the Yolo County Affirmative Action Hearing Board shall be exempt from the provisions or jurisdiction of the Personnel Board. If any such matter shall be raised in any proceeding before the Personnel Board, the proceeding shall be abated until a determination of the Yolo County Affirmative Action Hearing Board, or an appeal therefrom, becomes final, and the Personnel Board shall be bound by such determination.

(§ 15.3, Ord. 513, as amended by § 4, Ord. 545, and § 2, Ord. 708, eff. September 15, 1974)

Sec. 2-6.06.1. Classification Advisory Panel: Creation and membership.

(§ 2, Ord. 779, eff. July 14, 1977; repealed by § 10, Ord. 789, eff. December 22, 1977)

Sec. 2-6.06.2. Classification Advisory Panel: Meetings.

(§ 3, Ord. 779, eff. July 14, 1977; repealed by § 10, Ord. 789, eff. December 22, 1977)

Sec. 2-6.06.3. Classification Advisory Panel: Duties.

(§ 4, Ord. 779, eff. July 14, 1977; repealed by § 10, Ord. 789, eff. December 22, 1977)

Sec. 2-6.07. Competitive examinations: Eligible list.

(a) *Administration.* The Personnel Director shall be respon-

sible for the administration of competitive examinations to fill vacancies in the County service.

(b) *Examinations.* Examinations may consist of written, performance, or oral tests by a comparison of the candidates' educational and experience background, or any combination thereof. The determination of what type of examination to be administered shall be made by the Personnel Director after consulting with the appointing authority. Written or oral examinations may be waived by the Personnel Director for an applicant who possesses a State license, certificate, or registration in a professional or technical field not including supervisory or administrative positions.

(c) *Examinations: Qualification.* Candidates who successfully qualify in an examination shall be placed on an eligible list in the order of their relative final scores.

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(d) *Veterans' preference.*

(1) Applicants who have received a passing grade in an open examination and who are veterans shall receive credit for an additional five (5) grade points to be added to the final examination grade or an additional ten (10) grade points if he or she has a service-connected disability rated at not less than ten (10%) percent by the United States Veterans Administration.

(2) For the purposes of this section, a veteran is one who served on active duty in the United States Armed Forces in the time of war or a national emergency or for a period in excess of 180 days in the time of peace for which service a campaign or expeditionary medal has been authorized by the Government of the United States and who has been discharged or released from active duty under honorable conditions.

(3) An original or photostatic copy of a discharge (Form DD-214) shall be submitted with the veteran's application on or before the final filing date for the position. Failure to apply for the veterans' preference credits or to submit the required credentials at the stated time will be deemed a waiver of the credits.

(4) The spouse of any veteran who has a service-connected disability rated as such by the United States Veterans Administration which prevents the veteran from engaging in any remunerative occupation, and the widow or widower of any person who died while in such service as would have qualified the decedent as a veteran for the purposes of this section, shall be credited with an additional five (5) grade points after passing an examination. Such person also shall submit discharge documents as required of the veteran.

(5) Veterans' preference shall apply only to initial employment lists and shall not affect the order of eligibility or reemployment lists or intra-departmental promotional lists.

(e) *Promotional examinations.* Vacancies in the County service shall be filled by promotional examinations whenever practical. The Personnel Director, after consulting with the County Executive and the appointing authority, shall determine whether an examination shall be promotional, open, or both.

(f) *Certification of names.* Upon a request from an appointing authority, the Personnel Director shall certify up to a maximum of five (5) names highest on the appropriate eligible list.

(g) *Removal of names.* A candidate whose name has been certified three (3) times from an eligible list but who has not been appointed shall have his name removed from the eligible list by the Personnel Director.

(h) *Waiver of appointments.* A candidate on an eligible list may waive an appointment to a position; provided, however, should he waive appointments two (2) times, his name shall be removed from the eligible list.

(i) *Provisional appointments.* If there is an urgent reason for filling a position and an eligible list has not been established for that class, the Personnel Director may authorize a provisional appointment to fill the position pending the establishment of an eligible list.

(j) *Welfare Department employees.* Employees of the Welfare Department shall be subject to the examinations administered by the Merit System Examining Agency.
(§ 3, Ord. 513, as amended by § 1, Ord. 545, § 1, Ord. 710, eff. October 10, 1974, and § 1, Ord. 751, eff. March 10, 1976)

Sec. 26.08. Salaries: Pay periods.

All salaries shall be payable on a semimonthly basis. The semimonthly pay periods shall end at 5:00 p.m. on the 15th and the last day of each month for all departments except the Sheriff-Coroner's Department and the Yolo County General Hospital. The pay period for such departments shall end at the beginning of the day shift the following day. The payment of salaries shall normally be made on the third working day following the end of the applicable pay period.
(§ 4.1, Ord. 513)

Sec. 26.09. Salaries: Method of computation.

(a) *Semimonthly.* Semimonthly salary rates shall be computed by dividing the monthly rate by two (2).

(b) *Flat annual and monthly.* Whenever compensation is fixed

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ed for any position at a flat rate per year or month, such compensation shall be paid to the person holding such position in twenty-four (24) semimonthly installments as equal as possible.

(c) *Portion of a pay period.* A regular employee who works less than a full semimonthly pay period, other than while on paid vacation, sick leave, or compensatory time with pay, shall have his pay for such pay period computed on the basis of the ratio of the number of days worked to the total number of days in the employee's work schedule for such semimonthly pay period.

(d) *Regular part-time employees.* A regular part-time employee shall be paid a semimonthly salary which bears the same relationship to the rate he would receive if he were a regular full-time employee as to the number of hours per week his part-time schedule

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bears to the number of hours per week he would work if he were a regular full-time employee.

(e) *Extra help employees.* An extra help employee shall be paid only for actual time worked. He shall be paid at the equivalent hourly rate of the monthly salary for the particular classification if he were a full-time employee.

(§§ 4.2 and 4.3, Ord. 513; § 4.4, Ord. 513, as amended by § 1, Ord. 569; § 4.5, Ord. 513; and § 4.6, Ord. 513, as amended by § 1, Ord. 550)

Sec. 2-6.10. Salaries: Payroll reports.

Each officer or department head shall cause to be prepared and shall certify a payroll report showing attendance for the specified pay period of all persons serving in his department or under his jurisdiction.

(§ 4.7, Ord. 513)

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Sec. 2-6.11. Salaries: Newly-appointed employees.

New employees shall be appointed at the first A step of the salary range for the particular class of position to which the appointment is made. The Board of Supervisors may, however, by minute order, provide that an employee be appointed at any step within the range. (§ 4.8, Ord. 513)

Sec. 2-6.12. Salaries: Reemployed employees.

A person reemployed in the same class in which he previously held permanent status, or in a similar class, and who was previously separated in good standing may, upon recommendation of the department head in which department he is to be employed and approval of the Board of Supervisors, be appointed to the same step of the salary range as he occupied at the time of his separation. (§ 4.9, Ord. 513)

Sec. 2-6.13. Salaries: Extra help employees.

(a) Extra help employees shall not be eligible for sick leave, holidays, vacation, or group insurance benefits; provided, however, the service time of an employee employed on an extra help basis shall be recognized in the computation of service time for advancement to the next step of the salary range and for sick leave and vacation credit provided the employee is appointed to a regular full-time position without a break in service.

(b) Extra help staff nurses who are employed on the A step of the salary range shall be eligible for advancement to the B step when they have worked 1,038 hours (the hourly equivalent of six (6) months' employment) with the approval of the Board of Supervisors.

(c) Extra help staff nurses who are employed on the B, C, or D step of the salary range shall be eligible for advancement to the next higher step when they have worked 2,076 hours (the hourly equivalent of twelve (12) months' employment) with the approval of the Board of Supervisors.

(§ 4.6, Ord. 513, as amended by § 1, Ord. 55.)

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Sec. 2-6.14. Salaries: Merit step increases.

(a) Every regular employee shall have a salary anniversary date which shall be the first day of the month following the completion of six (6) months of service at the A step in a particular classification. If an employee begins his employment on the first working day of a month, it shall be considered, for the purposes of this section, that such employment began on the first calendar day of such month.

(b) Employees shall be eligible for advancement to the B step of their salary range on their salary anniversary date after six (6) months of continuous service at the A step. Eligibility for advancement to the C step shall require twelve (12) months of continuous service at the B step. Eligibility for advancement to the D step shall require twelve (12) months of continuous service at the C step. Eligibility for advancement to the E step shall require twelve (12) months of continuous service at the D step.

(b-1) Employees to whom a Longevity/Career Incentive Plan is made applicable by a Memorandum of Understanding or Order adopted by the Board of Supervisors shall be eligible for advancement to the F step of their salary ranges on their salary anniversary dates after five (5) years' continuous service rendered on the E step in that classification. Such employees shall be eligible for advancement to the G step of their salary ranges on their salary anniversary dates after five (5) years' continuous service rendered on the F step in that classification. If an employee has rendered five (5) years' continuous service on the E step of that employee's classification on the date that a Longevity/Career Incentive Plan is made applicable to that employee, the employee shall be eligible for advancement to the F step on the date the plan is made applicable, and the employee shall receive a new salary anniversary date.

(c) At least thirty (30) days prior to each employee's salary

anniversary date, the Personnel Department shall advise the department head in writing that the employee will be eligible for a merit step increase, and the department head shall advise the Personnel Department in writing prior to the employee's anniversary date whether or not the department head recommends that the employee be advanced to the next higher step of the salary range.

(d) Merit step increases shall be given only on the affirmative recommendation of the department head, and such recommendation shall be made on the basis of the employee's continued satisfactory performance on the job. An employee performance evaluation report shall be completed for each employee and be filed with the Personnel Department at least thirty (30) days before a merit step increase shall be granted.

(e) Should an employee's anniversary date be overlooked through an error and, upon discovery of the error, the employee be recommended for the anniversary increase, the County Auditor-Controller's office, on the following month's payroll, shall compensate the employee for the additional salary he would have received, dating from his anniversary date.

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(f) Any absence without pay exceeding eleven (11) working days shall cause the employee's anniversary date to be postponed a number of months equal to the nearest number of months for which the leave is granted, based on the number of days in such leave.

(g) The service time of staff nurses employed on the day shift or on the p.m. and night shift shall apply for advancement to the next higher step of the salary range.

(h) Merit step increases for appointive department heads shall be recommended by the County Executive and submitted to the Board of Supervisors for approval.

(§ 4.10, Ord. 513, as amended by § 1, Ord. 736, eff. November 12, 1975, and § 1, Ord. 770, eff. February 24, 1977, retroactive to January 1, 1977)

Sec. 2-6.15. Salaries: Promotions.

Except as provided in paragraph I.G. 3) of Yolo County Agreement No. 75-267 as to employees in the General Unit, any regular employee who is promoted to a position in a class having a higher salary range than the class of position which he formerly occupied shall receive the nearest higher monthly salary in the new salary range as of the date upon which the appointment becomes effective. For the purposes of further step increases within the range, such employee shall

receive a new anniversary date as provided in subsection (a) of Section 24.14 of this chapter.

(§ 4.11, Ord. 513, as amended by § 1, Ord. 720, eff. May 7, 1975, and § 2, Ord. 736, effective November 12, 1975, retroactive to July 1, 1975.)

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Sec. 2-6.16. Salaries: Demotions.

Any regular employee who is demoted to a class of position having a salary range lower than the class of position from which he was demoted shall have his salary reduced to the monthly salary in the range for the class of position to which he has been demoted next lower than the salary he received before demotion; provided, however, if the employee's salary is higher than the maximum step of the salary range to which he is being demoted, he shall have his salary reduced to the maximum step. For the purposes of further step increases within the range, the employee shall receive a new anniversary date as provided in subsection (a) of Section 2-6.14 of this chapter. (§ 4.12, Ord. 513)

Sec. 2-6.17. Salaries: Transfers.**Micro Fiched**

Any regular employee who is transferred from one position to another in the same class or in the same salary range shall be compensated at the same step in the salary range as he previously received. For the purposes of further annual increases within the salary range, his anniversary date shall remain the same as it was before the transfer. A transfer shall not change the employee's accrued days of vacation or sick leave. (§ 4.13, Ord. 513)

Sec. 2-6.18. Salaries: Range changes.

(a) An employee who receives a range change to a higher salary range shall advance to the step in the new range corresponding to the step in the prior range. An employee who is eligible for a merit step increase in his present salary range shall receive such increase first, if recommended by his department head, and then shall be advanced in accordance with the provisions of this section. The employee's anniversary date for further step increases shall not change.

(b) An employee who is eligible for a merit step increase in his present salary range as of January 1, 1966, shall receive such step increase first and then shall be advanced in accordance with the provisions of subsection (a) of this section as of January 1, 1966.

(c) The Auditor-Controller shall make the necessary salary adjustments for employees who are advanced to a higher salary range pursuant to the provisions of the salary schedule of the County. (§ 4.14, Ord. 513, as amended by § 1, Ord. 599; and §§ 1 and 2, Ord. 543)

Sec. 2-6.19. Salaries: Reclassifications.

The salary of an employee in a position which is reclassified shall be determined as follows:

(a) If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.

(b) If the position is reclassified to a class having a higher salary range, the employee so appointed shall receive the next higher salary in the salary range as of the date upon which the appointment becomes effective. The employee shall receive a new anniversary date upon appointment. Notwithstanding the foregoing, upon reclassification any employee in the General Unit so appointed shall receive at least a five (5%) percent increase in salary provided such increase is not beyond the E step of the new salary range.

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(c) If the position is reclassified to a class having a lower salary range, the salary and anniversary date of the employee shall not change; provided, however, if the employee's salary is greater than the maximum step of the new range, the salary shall be reduced to the maximum step of the range. Notwithstanding the foregoing, upon reclassification to a class having a lower salary range, the salary of an employee in the General Unit so appointed shall be designated as a Y rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.

(d) A reclassification ordered by the Board of Supervisors in response to an employee or association request filed with the Personnel Director for a position in the General Unit shall become effective sixty (60) days after the request was filed with the Personnel Department if such retroactive effective date is recommended by the Personnel Director or the Labor Relations Panel.

(§ 4.15, Ord. 513, as amended by § 2, Ord. 707, eff. August 28, 1974, retroactive to July 1, 1974, §§ 3 and 4, Ord. 736, eff. November 12, 1975, retroactive to July 1, 1975, § 5, Ord. 779, eff. July 14, 1977, and §§ 5, 6, and 7, Ord. 789, eff. December 22, 1977)

Sec. 2-6.20. Salaries: Adjustments by Board.

Notwithstanding any provision of this chapter to the contrary, the Board of Supervisors, in order to correct inequities, to reward outstanding achievement and performance, or for other reasons acceptable to the Board, may, by minute order, adjust the salary of an incumbent of any particular position to any step within the salary range for the classification to which the position is allocated. (§ 4.16, Ord. 513)

Micro Fiched**Sec. 2-6.21. Overtime.**

(a) If, in the judgment of the department head, work beyond the normal workday or workweek is required of any employee, such department head may authorize such overtime hours in advance.

(b) When permitted by law, the department head may authorize such overtime hours to be compensated by compensatory time; otherwise, compensation shall be paid overtime.

(c) For the purposes of this section, "overtime" shall be defined as all time worked in excess of the normal workday established for a position, all time worked in excess of the official workweek, and all time worked on holidays.

(d) Paid overtime shall be compensated by multiplying the hourly equivalent of the employee's monthly salary by one and one-half ($1\frac{1}{2}$) times the number of authorized overtime hours worked.

(e) Compensatory time shall be accumulated at the rate of one and one-half ($1\frac{1}{2}$) times the number of authorized overtime hours worked. Compensatory time shall be taken at the discretion of the department head not later than 180 calendar days from the date earned, or such compensatory time shall be deemed lost. The extension of time beyond such 180 days shall require approval in advance by the Personnel Director.

(f) Elected officials, departments heads, assistant department heads, deputy department heads, and the chief deputy officers of department heads shall not be eligible for overtime.

(§ 5.1, Ord. 513, as amended by § 2, Ord. 569; § 5.1A, Ord. 513, as added by § 2, Ord. 569; § 5.2, Ord. 513, as amended by § 3, Ord. 569; and §§ 5.3 and 5.4, Ord. 513; as amended by §§ 6, 7, 8, and 9, Ord. 669, eff. July 1, 1972)

Sec. 2-6.21.1. Administrative leave.

Employees in the Management Unit shall be entitled to sixty (60) hours of annual administrative leave (non-accumulative) which is to compensate for overtime, night meetings, and other work-related activities; provided, however, such leave shall not be used on consecutive working days before or after vacation days so the total time off is not in excess of ten (10) working days. By "non-accumulative", it is meant that so much of the sixty (60) hours of annual administrative leave as is not used during any one fiscal year is lost and cannot be carried forward to a later fiscal year. Working days separated by weekends or holidays shall be deemed consecutive. (§ 5, Ord. 730, eff. November 12, 1975, as amended by § 2, Ord. 770, eff. February 24, 1977, retroactive to January 1, 1977.)

Micro Fiched***Sec. 2-6.22. Standby call duty.**

Should an employee be placed on standby call duty, such employee shall be compensated for the time on call at the rate of fifty (50¢) cents per hour for week days, seventy-five (75¢) cents per hour for Saturdays, Sundays, or holidays, and for time worked as the result of a call back to duty in accordance with the overtime provisions of this chapter. In no instance shall a call back to duty be considered as less than one hour for pay purposes. Payment for simultaneous call-back time and on-call time shall be prohibited. The assignment of classifications of employees to standby call duty shall be approved by the Board of Supervisors. For the purposes of this section, "standby call duty" shall mean time in excess of the official workweek during which an employee is required to return to duty when called to do so. (§ 3, Ord. 669, eff. July 1, 1972.)

Sec. 2-6.23. Additional compensation.

(a) In the event a department head is incapacitated or unable to perform the duties of his office for a period of thirty (30) consecutive days or more, the Board of Supervisors, within its sole discretion, by minute order, may permit the chief deputy or other person performing the duties of the department head additional compensation during the period the department head is incapacitated or unable to perform the duties of his office. Such additional compensation shall be fixed at the sole discretion of the Board of Supervisors.

(b) Notwithstanding any provision of this chapter to the contrary, when, in the judgment of the Board of Supervisors, it becomes necessary or desirable to utilize the services of County employees in

*Section 2-6.22 entitled "Professional call duty", codified from Section 6, Ordinance No. 513, repealed by Section 8, Ordinance No. 623.4, as amended by Section 1, Ordinance No. 625.5 effective July 1, 1979.

capacities other than those for which they are regularly employed, the Board of Supervisors may, by minute order, authorize and fix an additional rate of compensation for such employees who shall be paid such additional compensation.

(c) A regular employee who is temporarily assigned the duties and responsibilities of a position with a higher salary range for a period exceeding the number of days specified in this subsection may receive additional compensation, with the approval of the County Executive, in the amount equal to the difference between the employee's regular salary and the minimum step of the range for the higher classification or one step above his present salary, whichever is higher. The additional compensation shall not commence until the employee has performed the duties of the higher classification for the specified number of days. The specified number of days shall be ten (10) working days for employees in the General Unit and twenty (20) working days for all other employees.

(§ 7, Ord. 513, as amended by § 3, Ord. 707, eff. August 28, 1974, retroactive to July 1, 1974)

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Sec. 24.24. Mileage and travel allowances.

(a) Employees and officers of the County shall be entitled to reimbursement in the sum of sixteen (16¢) cents per mile for each mile traveled on County business.

(b) Members of commissions and committees consisting of citizens appointed by the Board of Supervisors to study problems of general or special interest to the Board and to make reports and recommendations to the Board shall be entitled to the sum of sixteen (16¢) cents per mile while traveling in such members' own cars on business of the commission or committee and shall also be entitled to reimbursement for expenses while on such business the same as County officers and employees are entitled to reimbursement pursuant to the provisions of subsections (e) and (f) of this section. The chairman and secretaries of such commissions and committees shall be entitled to such reimbursement for telephone expenses incurred in the business of the commission or committee.

(c) Claims for mileage allowances shall include an odometer reading taken at the beginning and end of each day or each trip, if such trip lasts more than one day, less miles traveled for personal reasons. Reimbursement for travel by bus, rail, or commercial aircraft shall be substantiated by a receipt for the payment of such transportation. With the approval of the department head, an employee may

capacities other than those for which they are regularly employed, the Board of Supervisors may, by minute order, authorize and fix an additional rate of compensation for such employees who shall be paid such additional compensation.

(c) A regular employee who is temporarily assigned the duties and responsibilities of a position with a higher salary range for a period exceeding the number of days specified in this subsection may receive additional compensation, with the approval of the County Executive, in the amount equal to the difference between the employee's regular salary and the minimum step of the range for the higher classification or one step above his present salary, whichever is higher. The additional compensation shall not commence until the employee has performed the duties of the higher classification for the specified number of days. The specified number of days shall be ten (10) working days for employees in the General Unit and twenty (20) working days for all other employees.

(§ 7, Ord. 513, as amended by § 3, Ord. 707, eff. August 25, 1974, retroactive to July 1, 1974)

Micro Fished

Sec. 2-6.24. Mileage and travel allowances.

(a) Employees and officers of the County shall be entitled to reimbursement in the sum of sixteen (16¢) cents per mile for each mile traveled on County business.

(b) Members of commissions and committees consisting of citizens appointed by the Board of Supervisors to study problems of general or special interest to the Board and to make reports and recommendations to the Board shall be entitled to the sum of sixteen (16¢) cents per mile while traveling in such members' own cars on business of the commission or committee and shall also be entitled to reimbursement for expenses while on such business the same as County officers and employees are entitled to reimbursement pursuant to the provisions of subsections (e) and (f) of this section. The chairmen and secretaries of such commissions and committees shall be entitled to such reimbursement for telephone expenses incurred in the business of the commission or committee.

(c) Claims for mileage allowances shall include an odometer reading taken at the beginning and end of each day or each trip, if such trip lasts more than one day, less miles traveled for personal reasons. Reimbursement for travel by bus, rail, or commercial aircraft shall be substantiated by a receipt for the payment of such transportation. With the approval of the department head, an employee may

substitute map mileage in lieu of obtaining receipts from commercial carriers in accordance with rules established by the County Auditor-Controller. Reimbursement for travel by private aircraft shall not be permitted.

(d) In addition to the fees and expenses permitted by law, as set forth in Section 27321 of the Government Code of the State, constables shall be allowed the necessary and actual traveling expenses incurred by them in the investigation of a felony committed within the township of which they are officers and the necessary and actual traveling expenses incurred by them in pursuing criminals charged with the commission of a felony.

(e) Employees and officers of the County shall be entitled to be reimbursed for lodging, meals, registration fees, parking fees, and ferry and bridge tolls incurred while attending conventions and meetings on official County business. Claims for lodging and registration fees shall be supported by receipts.

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(f) Employees and officers of the County shall be entitled to be reimbursed for necessary meal expenses incurred through the attendance of meetings within the County for the promotion of County business but shall not be reimbursed for expenses incurred while attending meetings of service clubs, fraternal or religious organizations, or organizations of which the employee is a member.

(§ 8.1, Ord. 513, as amended by § 2, Ord. 545, and § 1, Ord. 580; §§ 6.2 through 6.5, Ord. 513; and § 8.6, Ord. 513, as added by § 1, Ord. 553, as amended by § 1, Ord. 603; amended by §§ 3 and 4, Ord. 684, eff. August 15, 1973, retroactive to July 1, 1973, §§ 4 and 5, Ord. 707, eff. August 28, 1974, retroactive to July 1, 1974, §§ 1 and 2, Ord. 741, eff. January 26, 1976, and §§ 1 and 2, Ord. 754, eff. March 10, 1976)

Sec. 2-6.24.1. Certain expenses.

The County shall pay up to Fifty and no/100ths (\$50.00) Dollars per person annually for the reimbursement of actual expenses incurred for job-related professional licenses or membership dues in job-related professional organizations by employees in the Management Unit. (§ 6, Ord. 736, eff. November 12, 1975)

Sec. 2-6.25. Appointments: Department heads.

The County Administrative Officer shall appoint department heads subject to the approval of the Board of Supervisors.
(§ 9.1, Ord. 513)

Micro Fiched**Sec. 2-6.26. Appointments.**

(a) Elected department heads shall make appointments to positions serving in the second highest level of responsibility within their respective departments.

(b) Appointed department heads shall make appointments to positions serving in the second highest level of responsibility within their respective departments.

(§ 9.2, Ord. 513, as amended by § 2, Ord. 780, eff. July 28, 1977, and § 1, Ord. 785, eff. December 15, 1977)

Sec. 2-6.27. Appointments: Nonsupervisory employees.

(a) Appointments to positions below the second highest level of responsibility within a department shall be made from persons who have employment applications on file in the Personnel Department and who have been certified by the Personnel Director that they meet the minimum qualifications for that particular classification. When an examination for a particular classification has been given by the Personnel Director, a department head may make an appointment only from those persons who have successfully passed the examination and are on an eligible list.

(b) Appointments shall be made in writing on forms prescribed by the Personnel Department and the Auditor-Controller's office. A copy of the appointment form, signed by the department head and approved by the Personnel Director, shall be sent to the Auditor-Controller's office on the employee's first day of employment.

(c) A department head may make an appointment to a position which has been occupied by an employee on the day following the last day actually worked by the separated employee.

(§§ 9.3, 9.4, and 9.5, Ord. 513, as amended by § 3, Ord. 780, eff. July 28, 1977)

Sec. 2-6.28. Appointments: Extra help employees.

The employment of personnel on an extra help basis shall be ap-

proved by the Personnel Director after a prior informal review with the County Administrative Officer before the date of such employment. Requests to employ personnel on an extra help basis shall include the name of the person, classification, hourly rate to be paid, the estimated length of employment, and the justification for such request. (§ 9.6, Ord. 513, as amended by § 1, Ord. 696, eff. February 13, 1974)

Sec. 26.28.1. Appointments: Assumption of functions.

Whenever the County assumes a function performed by another person (including both governmental or private entities), the Board of Supervisors may make provisions for the appointment of employees of that person to County employment, and the Board of Supervisors may specify the terms and conditions thereof, including, but not limited to, compensation, tenure, seniority, accumulated vacation, and accumulated sick leave, and the Board of Supervisors may order such persons to be appointed to County service without an announcement, examination, or certification for appointment or may order a promotional examination open only to persons employed to perform the assumed functions.

(§ 1, Ord. 768, eff. December 30, 1976)

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Sec. 26.29. Health examinations.

A health examination shall be required of all new regular employees. The health examination shall also be required of employees hired on an extra help basis if their employment will be for thirty (30) or more consecutive calendar days. Such examination shall be valid for one year. The standards of such health examination, which shall include a chest X ray or tuberculin skin test, shall be prescribed and determined by the Medical Director of the Yolo County General Hospital. The prospective employee may have the health examination by a staff physician at the Yolo County General Hospital without charge, or, if the prospective employee so elects, the examination may be made by his physician in accordance with the prescribed County standards at his own expense. The physical examination shall be completed prior to the beginning of employment or not later than seven (7) working days after employment. Based upon a review of the health examination report, the Medical Director shall recommend either approval or disapproval of employment.

(§ 10, Ord. 513, as amended by § 3, Ord. 545)

Sec. 2-6.30. Fingerprinting.

Fingerprints of all new employees shall be taken as a condition of County employment. Fingerprints shall be taken at the Sheriff-Coroner's office prior to the commencement of employment or not later than the first day of employment. Such fingerprint report shall be a part of the permanent record of the employee. The Personnel Department shall notify the department head of any record of arrest and conviction, and if the employee failed to list such record of arrest and conviction on his employment application, it may be cause for dismissal at the discretion of the department head.

(§ 11, Ord. 513)

Micro Fiched**Sec. 2-6.31. Probation period.**

(a) All employees entering the County service by appointments to regular positions shall be required to serve a probation period dating from the date of employment. The probation period for persons employed as peace officers by the Sheriff-Coroner shall be twelve (12) months. The probation period for all other persons shall be six (6) months. With the approval of the Personnel Director, a

department head may extend the probation period of an employee for an additional period not to exceed the duration of the original probation period.

(b) A probationary employee may be separated from County service at any time during the probation period without the right of appeal. A statement in writing of the reasons for not accorded permanent status shall be made by the appointing authority and given to the employee. A copy of such statement shall be sent to the Personnel Department.

(c) Any absence without pay shall cause the employee's probation period to be extended by the number of days of such absence. Such absences shall be cumulative during the probation period. The extension of the probation period shall be based on the number of workdays of such absences.

(d) An employee who is promoted to a position in a classification with a higher salary range shall serve a probation period of six (6) months in the position to which he has been promoted, dating from the date of such promotion. If the employee is not recommended for permanent status in such position, he shall be entitled to return to the position from which he was promoted provided he held permanent status in such position; provided, however, if the employee was not accorded permanent status for any reason other than the inability to perform the duties of the new position, he shall not be entitled to be restored to the position from which he was promoted.

(§ 12, Ord. 513, as amended by § 1, Ord. 758, eff. June 24, 1976.)

Sec. 24.32. Employee performance evaluation reports.

(a) All regular employees of the County shall have their work performance evaluated at regular intervals by their immediate supervisor and department head. The employee's department head or designated representative shall discuss such evaluation with the employee. A copy of the employee's performance evaluation report, signed by the department head and the employee, shall be sent to the Personnel Department.

(b) Employee performance evaluation reports on probationary employees shall be completed at the end of the third (3rd) month of service and before the end of the sixth (6th) month of service.

(c) Employee performance evaluation reports on permanent employees shall be completed annually at least thirty (30) days prior to the employee's salary anniversary date and shall be submitted to the Personnel Director.

(§ 17, Ord. 513)

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Sec. 2-6.33. Workweek.

(a) Except as otherwise provided in this chapter, the normal workweek of the County shall be forty (40) hours, and the normal workday of the County shall be eight (8) hours.

(b) The normal workweek and normal workday for living in positions shall be as established by the Board of Supervisors.

(c) Upon an application by a department head, however, the Board of Supervisors may establish a normal workday in excess of eight (8) hours for such employees as the Board may designate. The designation of a workday in excess of eight (8) hours shall not change the length of the normal workweek. It shall be the responsibility of each department head to arrange the work of his department so that each regular employee therein shall work not more than a normal workweek; provided, however, a department head may require an employee in his department temporarily to perform services in excess of a normal workweek when the public necessity or convenience so requires.

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(§ 18, Ord. 513, as amended by § 5, Ord. 684, eff. August 15, 1973, retroactive to July 1, 1973, and § 1, Ord. 730, eff. August 15, 1975)

Sec. 2-6.34. Holidays.

(a) *Enumerated.* County officers, regular full-time employees, and regular part-time employees shall receive the following holidays:

- (1) January 1, New Year's Day;
- (2) February 12, known as Lincoln Day;
- (3) The third Monday in February, known as Washington's Birthday;
- (4) The last Monday in May, known as Memorial Day;
- (5) July 4, Independence Day;
- (6) The first Monday in September, Labor Day;
- (7) September 9, Admission Day;
- (8) November 11, known as Veterans Day;
- (9) The Thursday in November designated as Thanksgiving Day;
- (10) The Friday in November immediately following the Thursday in November designated as Thanksgiving Day;
- (11) December 25, Christmas Day;
- (12) Every day on which an election is held throughout the State;
- (13) Every day appointed by the President of the United

States or Governor of the State for a public fast, thanksgiving, or holiday; and

(14) If January 1, February 12, July 4, September 9, November 11, or December 25 falls upon a Sunday, the following Monday shall be a holiday. If November 11 falls upon a Saturday, the preceding Friday shall be a holiday.

(b) *Working employees: Compensation.* Employees required to work on any holiday shall be entitled to be paid for overtime hours or to receive compensatory time off for such work.

(c) *Scheduled days off.* Employees whose regularly scheduled days off fall on any holiday shall be entitled to an additional day off unless the holiday falls on a Saturday.

(d) *Working employees: Compensatory time off.* Compensatory time for working on a holiday shall be taken at the discretion of the department head, but not later than 180 calendar days after the date earned, or such compensatory time shall be deemed lost. Extensions of time beyond the 180 days shall require approval in advance by the Personnel Director.

(e) *December 24 and December 31: General Unit.*

(1) Except as hereinabove set forth, regular employees in the General Unit shall receive four (4) hours of holiday leave on either December 24 or December 31 of each year.

(2) Any regular employee in the General Unit required to work the full working day designated for that employee's position on both December 24 and December 31 of any year shall be compensated in the manner of employees required to work on a holiday for a period of four (4) hours but not to exceed the full working day designated for that employee's position.

(3) If December 24 and December 31 fall on the normal day off of an employee in the General Unit, except Saturday, that employee shall receive a proper number of holiday hours to be observed on the employee's nearest normal working day. In the event there is no nearest normal working day, the time shall be observed on the nearest following normal working day. The proper number of holiday hours for a full-time regular employee in the General Unit is four (4). The proper number of holiday hours for a part-time regular employee in the General Unit is such direct proportion of four (4) hours as the employee's part-time service bears to regular full-time service.

(f) *December 24 and December 31: Sheriff's Unit.*

(1) Except as hereinafter set forth, regular employees in

the Sheriff's Unit shall receive four (4) hours of holiday leave on either December 24 or December 31 of each year.

(2) If any regular employee in the Sheriff's Unit is required to work the full working day designated for that employee's position on both December 24 and December 31 of any year, or if December 24 and December 31 fall on such a regular employee's normal day off, except Saturday, that employee shall receive a proper number of compensatory holiday hours as compensatory time under subsection (d) of this section.

(3) The proper number of compensatory holiday hours for a full-time regular employee in the Sheriff's Unit is four (4). The proper number of compensatory holiday hours for a part-time regular employee in the Sheriff's Unit is such direct proportion of four (4) hours as the employee's part-time service bears to regular full-time service. Other provisions of this Code notwithstanding, it is the intent of this provision that compensatory holiday hours are computed on the basis of straight time and not time and one-half or other multiples of straight time.

(§ 19, Ord. 513, as amended by § 1, Ord. 645, eff. December 30, 1970, § 6, Ord. 707, eff. August 28, 1974, retroactive to July 1, 1974, § 1, Ord. 740, eff. January 21, 1976, § 3, Ord. 741, eff. January 28, 1976, and § 3, Ord. 754, eff. March 10, 1976.)

Sec. 2-6.35. Vacations.

(a) Regular employees employed on or before June 30, 1972, shall be entitled to a paid vacation of seven and one-half ($7\frac{1}{2}$) working days after having served continuously for a period of six (6) months. Thereafter, each such regular employee shall accrue vacation time at the rate of one and one-fourth ($1\frac{1}{4}$) days for each month of service, or major fraction thereof, for a total of fifteen (15) working days per year.

(b) Regular employees employed on or after July 1, 1972, shall be entitled to a paid vacation of five (5) working days after having served continuously for a period of six (6) months. Thereafter, each such regular employee shall accrue vacation time at the rate of five-sixths ($5/6$) of one day for each month of service, or major fraction thereof, for a total of ten (10) working days per year.

(c) Commencing on July 1, 1972, regular employees shall accrue vacation time in accordance with the following schedule:

<i>After Number of Years of Service</i>	<i>Actual Rate for Each Month of Service or Major Fraction Thereof</i>	<i>Total Vacation in Working Days Per Year</i>
3	1-1/4	15
11	1-1/3	16
12	1-5/12	17
13	1-1/2	18
14	1-7/12	19
15	1-2/3	20

(d) Vacation time shall be based on a five (5) day, or (40) hour week. All hours in excess of a forty (40) hour week shall be excluded for vacation purposes.

(e) Each regular employee shall be permitted to accumulate the unused portion of vacation time to his credit; provided, however, he shall not be permitted to accumulate credit for vacation time in excess of thirty (30) working days. Upon termination of his service or employment, he shall be entitled to a lump sum payment for any un-

used or accumulated vacation time to his credit as of the date of termination; provided, however, there shall be no payment to any employee who has not completed one year of continuous service.

(f) Vacation time shall be credited as of the first of each month following the completion of six (6) months' employment.

(g) Vacation time shall be taken at such time as the department head deems convenient. Whenever any employee in the general unit has accrued twenty-eight (28) days of vacation, the department head shall schedule vacation for the employee so the employee will not lose any days of vacation.

(h) Vacation time for appointive department heads shall be approved by the County Executive.

(i) Employees in a regular part-time position shall accrue vacation time in direct proportion as such part-time service bears to regular full-time service; provided, however, a regular part-time employee who works less than one-half ($\frac{1}{2}$) time shall not be eligible for vacation benefits.

(j) Extra help employees shall not be eligible for vacation benefits; provided, however, if an extra help employee is appointed to a regular position without a break in service, the length of service on extra help shall be recognized in the computation of vacation benefits.

(k) Absence without pay during an employee's first year of service shall cause his eligibility date for vacation time to be postponed the number of days equal to the number of days of such absence. Such absences shall be cumulative and the postponement of eligibility shall be based upon workdays.

(l) Absences without pay of less than eleven (11) working days shall have no effect on the eligibility date for vacation time for an employee who has completed one or more years of continuous service; provided, however, absences without pay of eleven (11) working days or more shall cause his eligibility date for vacation time to be postponed the number of days of such absence. Such absences shall be cumulative during each calendar year, and the postponement of eligibility for vacation time shall be equal to the number of workdays of such absence in excess of ten (10) working days in a calendar year.

(m) Each regular employee in the general unit, after completing twenty (20) years of continuous service, shall be entitled to one additional working day's vacation. Notwithstanding the provisions of subsection (c) of this section, thereafter each such employee shall accrue vacation time at the rate of one and three-fourths ($1\frac{3}{4}$) days for

less than one-half ($\frac{1}{2}$) time shall not be eligible for sick leave benefits.

(c) Extra help employees shall not be eligible for sick leave; provided, however, if an extra help employee is appointed to a regular position without a break in service, the length of service of extra help shall be recognized in the computation of sick leave credit.

(d) Sick leave earned during the first six (6) months of employment shall not be available to the employee until after the expiration of six (6) months' employment.

(e) Sick leave shall be credited as of the first of each month following the completion of six (6) months' employment.

(f) Sick leave shall only be granted upon the written recommendation of the department head in the case of illness of the employee or in the event of serious illness in the employee's immediate family. For the purposes of this section, "immediate family" shall mean husband, wife, son, or daughter.

(g) Sick leave for appointive department heads shall be subject to the approval of the County Executive.

(h) All employees shall submit evidence in the form of a

each month of service, or major fraction thereof, for a total of twenty-one (21) working days per year.

(§ 20, Ord. 513, as amended by § 4, Ord. 669, eff. July 1, 1972, and §§ 6 and 7, Ord. 684, eff. August 15, 1973, retroactive to July 1, 1973)

Sec. 2-6.36. Sick leave.

(a) Regular full-time employees shall accrue one day of sick leave with pay for each month of service. All unused sick leave may be carried forward into each ensuing year.

(b) Regular part-time employees shall accrue sick leave in direct proportion as such part-time service bears to regular full-time service; provided, however, a regular part-time employee who works less than one-half ($\frac{1}{2}$) time shall not be eligible for sick leave benefits.

(c) Extra help employees shall not be eligible for sick leave; provided, however, if an extra help employee is appointed to a regular position without a break in service, the length of service on extra help shall be recognized in the computation of sick leave credit.

(d) Except for employees in the General Unit, Management Unit, and Sheriff's Unit to whom sick leave shall be available as credited, sick leave earned during the first six (6) months of employment shall not be available to the employee until after the expiration of six (6) months' employment.

(e) For employees in the General Unit, Management Unit, and Sheriff's Unit, sick leave shall be credited as of the first of each month following the completion of one month's employment; for all other employees sick leave shall be credited as of the first of each month following the completion of six (6) months' employment.

(f) Sick leave shall only be granted upon the written recommendation of the department head in the case of the illness of the employee or in the event of serious illness in the employee's immediate family. For the purposes of this section, "immediate family" shall mean husband, wife, son, or daughter.

(g) Sick leave for appointive department heads shall be subject to the approval of the County Executive.

(h) All employees shall submit evidence in the form of a physician's certificate if such absence exceeds four (4) working days.

(i) For all employees except those in the General Unit and the Management Unit, sick leave absences with pay because of death in

the employee's immediate family shall not exceed five (5) days for each instance.

(j) For all employees except those in the General Unit and the Management Unit, sick leave with pay because of the death of an employee's father, mother, brother, sister, father-in-law, mother-in-law, or relatives who are not members of the immediate family, but who reside in the employee's household, shall not exceed two (2) days for each instance; provided, however, a department head may authorize additional sick leave, with the approval of the Personnel Director, not to

exceed a total of five (5) days, based on extenuating circumstances.

(k) Sick leave to care for a member of the immediate family who is seriously ill or injured and who requires care or attendance shall be authorized, but not over five (5) days of sick leave may be taken in any calendar year for such purpose. The member of the immediate family shall be seriously ill, and there shall be a real need for someone to give care or to attend the seriously ill member of the family, and no one other than the employee shall be available to give such care. Sick leave shall not be authorized when another member of the household is present and capable of providing the care needed.

(l) The hospitalization of a member of the immediate family shall be a valid reason for sick leave under the following conditions:

(1) One day of sick leave may be authorized for the employee to be at the hospital on the date of an operation or on the day of the birth of his child; and

(2) Sick leave of more than one day for the reasons set forth in subsection (1) of this subsection may be authorized only if a physician certifies in writing that the employee's presence is necessary.

(m) Sick leave shall not be authorized when any of the following conditions exist:

(1) Disability arising from wilful misconduct;

(2) Sickness or disability sustained while on leave of absence without pay; and

(3) Inability to work because of illness due to intemperance.

(n) Sick leave may be used for medical and dental office appointments when absence during working hours for this purpose is authorized by the department head. Employees shall be requested to secure medical and dental appointments on their own time, but when this is not possible, appointments shall be secured to reduce to a minimum the time away from work.

(o) A sick leave absence of less than four (4) hours need not be reported to the Auditor-Controller's office until the accumulative absences total four (4) hours or more. At the discretion of the department head, an employee may be allowed to make up a sick leave absence of less than four (4) hours within five (5) working days from the date of absence.

(p) An employee who is absent without pay more than five (5) working days in a month shall not earn sick leave for that month.

(q) An employee who is on his regularly scheduled vacation

and becomes ill may use sick leave for the period of disability provided a physician certifies as to the disability.

(r) Each employee shall be paid one-half (1/2) of the value of his accumulated sick leave in excess of 240 hours upon his retirement, layoff, or death, based upon his salary at the time of termination. (§ 21, Ord. 513, as amended by § 1, Ord. 573, § 1, Ord. 634, eff. September 1, 1970; § 5, Ord. 669, eff. July 1, 1972; § 1, Ord. 699, eff. October 31, 1973, §§ 7, 8, 9, and 10, Ord. 707, eff. August 28, 1974, retroactive to July 1, 1974, and §§ 7, 8, 9, and 10, Ord. 736, eff. November 12, 1975)

Sec. 2-6.36.1. Compassionate leave.

Regular employees in the General Unit and the Management Unit shall be entitled to compassionate leave because of the death of an employee's spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, grandchild, grandparent, brother-in-law, sister-in-law, or relatives who are not members of the immediate family, but who reside in the employee's household, for a minimum of two (2) days for each instance, but, in addition thereto, a department head may authorize the use of sick leave, with the approval of the Personnel Director, for not to exceed a total of three (3) days, based on extenuating circumstances.

(§ 11, Ord. 707, eff. August 28, 1974, retroactive to July 1, 1974, as amended by § 11, Ord. 736, eff. November 12, 1975)

Sec. 2-6.37. Leaves of absence without pay.

(a) Any regular employee may be granted a leave of absence without pay upon the recommendation of his department head and approval by the County Executive and the Board of Supervisors; provided, however, in the event of a leave of absence without pay of less than thirty (30) calendar days, the approval of the Board of Supervisors shall not be required. A leave of absence without pay may be granted for any of the following reasons:

(1) For illness or disability;

(2) To take a course of study which will increase the employee's usefulness on his return to his position; and

(3) For personal reasons acceptable to the department head and/or the Board of Supervisors.

(b) Requests for leaves of absence without pay shall be made in writing to the department head and shall state specifically the reason for the request, the date the leave is desired to begin, and the

probable date of return. A copy of such requests for leaves of absence shall also be sent to the Personnel Department.

(c) A leave of absence without pay may be for a period not to exceed one year.

(d) Whenever an employee who has been granted a leave of absence without pay desires to return to work before the expiration of such leave, he shall notify his department head as soon as possible in advance of his return. The Personnel Department shall be immediately notified of such return.

(e) A vacancy resulting from an approved leave of absence may be filled by extra help personnel upon the approval of the County Administrative Officer and the Board of Supervisors.
(§ 22, Ord. 513)

Sec. 2-6.38. Leaves of absence with pay.

(a) The Board of Supervisors may, in accordance with the provisions of Section 500 of the Welfare and Institutions Code of the State, grant stipendiary educational leaves to permanent employees of the Public Welfare Department who have been approved by the Department of Social Welfare and accepted for enrollment in an approved course of study for professional and technical training at an accredited institution of learning for the purpose of improving their skill, knowledge, and technique in the administration of social welfare programs.

(b) The procedure and conditions of such leave shall be as prescribed by the Department of Social Welfare of the State.
(§ 23, Ord. 513)

Sec. 2-6.38.1. Educational and training assignments.

Any department head, with the concurrence of an employee, and subject to the approval of the County Administrative Officer, may assign or loan an employee to another jurisdiction or may receive an employee from another jurisdiction; provided that:

(a) The assignment is of benefit to the County, is for training purposes, and is directly related to the employee's assigned duties and will provide knowledge and ability which cannot reasonably be provided on the job;

(b) The other jurisdiction is governmental in character. It may be Federal, State, or local, including other counties and public colleges or universities;

(c) No layoff of County personnel is necessary.

(d) Both jurisdictions approve a written document containing, as a minimum, a statement that the assignment or loan is subject to the provisions of this section, the period and duties and conditions of the assignment or loan, the training to be accomplished, and provisions for continuing or substituting alternatives for all rights and benefits to which the employee is otherwise entitled.

(e) Employees from other jurisdictions gain no status in Yolo County service through such training assignments or loans.

(f) An employee participating in such assignment shall be considered an employee of the jurisdiction from which he was assigned or loaned, except that his work and activities shall be subject to the direction of the jurisdiction to which he is assigned or loaned; and

(g) An employee participating in such an arrangement shall have the absolute right to return to his former position.

(§ 1, Ord. 791, eff. January 26, 1978)

Sec. 2-6.39. Military leaves of absence.

County employees shall be entitled to military leaves of absence pursuant to the provisions of Sections 395 through 395.8 of the Military and Veterans Code of the State.

(§ 24, Ord. 513)

Sec. 2-6.40. On the job injuries and illnesses.

(a) An employee who is compelled to be absent from work because of injury or illness arising from, and in the course of, his employment shall be entitled to receive full compensation during the first seven (7) calendar days of such absence without charging his accrued sick leave. Thereafter, during such absence, he may elect to receive accrued sick leave which shall be charged at the rate of one-half ($\frac{1}{2}$) day for each full day of absence provided he relinquishes to the County his State Workmen's Compensation payments.

(b) An employee who has been injured on the job and is receiving State Workmen's Compensation shall be treated the same as any other employee on the payroll; thus, he will continue to earn sick leave, vacation, and holidays.

(c) At such time that the employee's accrued sick leave is exhausted, he may elect to use accrued vacation or accrued compensatory time; provided, however, the employee may elect to receive his State Workmen's Compensation payments only and not have his ac-

crued sick leave or vacation time charged provided the employee requests a leave of absence without pay for such period of absence.

(d) An employee engaged in law enforcement, as defined by the provisions of Section 4850 of the Labor Code of the State, shall be entitled to his full salary in lieu of State Workmen's Compensation

payments if he suffers an injury or illness arising from, and in the course of, his employment for the period of his disability but not to exceed one year. An employee receiving such benefits shall relinquish to the County his State Workmen's Compensation payments for such period of absence. The employee's accrued sick leave and vacation time shall not be charged.

(e) An employee who is injured on the job shall immediately report such injury to his immediate supervisor. Failure to report such an injury within twenty-four (24) hours shall be a valid reason for disciplinary action.

(§ 25, Ord. 513)

Sec. 2-6.40.1. Health benefits.

The County shall pay a portion of the premiums, dues, or charges of each eligible County officer or employee and of each member of the Board of Supervisors who chooses to participate in a plan providing hospital, medical, and surgical benefits, all on a group or service basis approved by the Board of Supervisors. The portion paid by the County for officers or employees in employee representation units shall be the amount of the premiums, dues, or charges for such benefits for the eligible County officers and employees and one dependent imposed by the least expensive plan approved by the Board of Supervisors. The portion paid by the County for officers and employees not in employee representation units shall be that set forth in a minute order of the Board of Supervisors. In addition, the County shall pay a portion of the premiums, dues, or charges of each eligible County officer or employee, including the members of the Board of Supervisors who choose to participate, in a plan providing dental benefits, all on a group insurance or service basis approved by the Board of Supervisors. The portion paid by the County for dental benefits shall be that set forth in an agreement or memorandum of understanding covering the eligible employees electing to participate or set forth in a minute order of the Board of Supervisors as to officers or employees not covered by a memorandum of understanding. For the purposes of this section, "eligible County officers and employees" shall be County officers and regular employees serving twenty (20) or more hours a week.

(§ 1, Ord. 669, eff. July 1, 1972, as amended by § 12, Ord. 707, eff. August 28, 1974, retroactive to July 1, 1974, § 1, Ord. 709, eff. October 3, 1974, retroactive to July 1, 1974, § 12, Ord. 736, eff. November 12, 1975, and § 1, Ord. 781, eff. July 1, 1977)

Sec. 2-6.41. Reassignment due to physical condition.

(a) A permanent employee who, because of illness or injury, is incapable of performing his regular duties in a department but who is capable of performing other duties may be assigned the duties he is capable of performing, either in the same or a different department, with the approval of the respective department heads and the Personnel Director.

(b) A Review Board, composed of the Director of Public Health, the Medical Director or a Staff Physician of the Yolo County General Hospital, and the Personnel Director, shall determine what duties the employee is capable of performing.

(c) The salary of an employee who is reassigned due to physical condition to a classification with a lower salary range shall be reduced to the step in the range next lower than the salary he previously received.

(§ 26, Ord. 513)

Sec. 2-6.42. Jury duty: Court appearances.

A regular employee summoned for attendance to any court for jury duty or called as a witness arising from and in the course of his County employment shall be deemed to be on duty and shall be entitled to his regular pay provided he deposits his fees for such service, exclusive of mileage, with the County Treasurer-Tax Collector. A regular employee who appears in court as a witness in a private matter shall not be entitled to receive his regular pay during such absence but may use accrued vacation or compensatory time for such purpose.

(§ 27, Ord. 513)

Sec. 2-6.43. Employment schedule for living-in positions.

(a) Notwithstanding the provisions of Sections 2-6.21 and 2-6.33 of this chapter, the work schedule for all personnel working in living-in positions shall consist of the number of consecutive normal work days on duty followed by the number of consecutive days-off duty designated by the Board of Supervisors. A normal workday for such personnel shall consist of a full twenty-four (24) hour period. The compensation of live-in personnel shall include room and board during on-duty days.

(b) Personnel in living-in positions shall accrue vacation and sick leave benefits as specified in this chapter for County employees generally; however, such personnel shall be charged with twelve (12) hours for each day of vacation or sick leave taken.

(c) Personnel in living-in positions shall be entitled to all holidays specified in this chapter, regardless of whether such personnel are scheduled to work on the holiday.

(d) Only overtime served during waking hours shall be compensated by paid overtime or compensatory time off. No more than twelve (12) hours of overtime shall be compensated for during any single day.

(§ 28, Ord. 513; repealed by § 1, Ord. 635, eff. November 4, 1970; re-enacted by § 2, Ord. 650.31, eff. February 5, 1973)

Sec. 2-6.44. Employment of relatives of department heads.

A person shall not be employed by the County in any department when such person is a relative of the department head.

(§ 29, Ord. 513)

Sec. 2-6.44.1. Former employees of Yolo-Solano Air Pollution Control District.

For the purposes of determining salaries upon an appointment or transfer and for determining seniority, service as an employee of the Yolo-Solano Air Pollution Control District shall be deemed to be service as an employee of the County.

(§ 2, Ord. 765, eff. December 30, 1976)

Sec. 2-6.45. Political activities.

The political activities of County officers and employees shall be governed by the provisions of Sections 3201 et seq. of Chapter 95 of Division 5 of Title 1 of the Government Code of the State, entitled "Political Activities of Public Employees". Any violation of such provisions shall make the employee subject to dismissal.

(§ 30, Ord. 513)

Sec. 2-6.46. Classification plan.

(a) *Adoption and amendment.* The Board of Supervisors shall adopt, and may from time to time amend, the classification plan. A class specification shall be prepared for each class of position other than elected officers.

(b) *Conformance.* No person shall be employed in, or appointed to, any regular position unless such person meets the employment standards for the position as set forth in the class specification; provided, however, the Board of Supervisors, upon the recommendations of the Personnel Director and the County Administrative Officer, may amend the employment standards of any classification.

(c) *Maintenance.*

(1) *New classifications.* Whenever the appointing authority of any department, the County Administrative Officer, or the Board of Supervisors proposes that a new class be established, or whenever a significant change has occurred in the duties and responsibilities of an existing position, the appointing authority shall report the significant facts in writing to the Personnel Director. Thereupon the Personnel Director shall make a study of the duties and responsibilities of any such position, of the qualifications required for filling the same, and of the relationship of such position to other positions in the classification plan. The results of such study shall be presented with a recommendation for an appropriate amendment, if any, to the classification plan to the County Administrative Officer who shall present

the request to the Board of Supervisors with his evaluation thereof and his recommendations thereon.

(2) *Requests for reclassification.*

(i) Any employee holding a position in question or a recognized employee organization may request a reclassification study by filing a written request with the Personnel Department.

(ii) Requests shall be filed on forms provided by the Personnel Director and shall include a completed job description form.

(iii) Requests shall be deemed filed when both the request and the completed job description form are received in the Personnel Office.

(iv) The Personnel Director shall forward a copy of any requests to the affected department head.

(3) *Studies.* The Personnel Director, after the receipt of a request or on his own initiative, shall conduct a study and may recommend the allocation of any existing position to a different class in the classification plan, either because of a significant change in the duties and responsibilities, or because of the creation of a new class to which such position may more appropriately be allocated, or because of the abolishment or combination of any existing positions or classes, or may recommend any change in the existing classes. The Personnel Director shall take into consideration the relationship of such position to other positions in the classification plan and shall consult with the employee holding the position, the affected department head, and the County Administrative Officer or his designee during the study.

(4) *Notices.* The Personnel Director shall give notice in writing of any such recommendation to the appointing authority and the employee holding the position in question and to each affected recognized employee organization.

(5) *Appeals to the Labor Relations Panel.* Within fifteen (15) days after the Personnel Director has given notice in writing of a recommendation concerning the allocation of any existing position to a different class in the classification plan, either the appointing authority or the employee holding the position in question may file with the Personnel Director a written request for an appeal to the Labor Relations Panel. The Personnel Director shall forward a copy of the request for an appeal to the chairman of the Panel. The chairman shall cause the matter to be set for consideration at a meeting of the Panel within fifteen (15) days, and the employee, the affected

employee organization, and the appointing authority shall be notified.

The request for an appeal shall include a written statement of the reasons for disagreement with the recommendation of the Personnel Director.

(6) *Recommended decisions.* The Labor Relations Panel shall allow the appointing authority, the employee, or the affected employee organization an opportunity to appear before the Panel. The Panel may order the appointing authority, the employee, or such other persons as it determines to be necessary to appear before the Panel. Within ten (10) working days the Panel shall render its written recommended decision and present copies thereof to the Personnel Director and the parties.

(7) *Presentation to the Board of Supervisors.* If no request for an appeal is filed within the time provided, the Personnel Director shall present his recommendation to the Board of Supervisors. Where an appeal is filed, and the Labor Relations Panel has rendered a recommended decision, the Personnel Director shall present both that recommended decision and the recommendation of the Personnel Director to the Board of Supervisors.

(8) *Action by the Board of Supervisors.* The Board of Supervisors may create new classes, divide, combine, alter, or abolish existing classes, and allocate new positions to other classes. Except in cases of emergency, the Board of Supervisors shall not take action upon a reclassification unless either:

(i) The time for filing a request for an appeal or hearing has elapsed; or

(ii) The Labor Relations Panel has made a recommendation thereon.

In cases of emergency where action is taken without such advance notice, the Board of Supervisors shall cause notice in writing to be given as reasonably soon as possible after the action is taken to the affected appointing authority, the affected employees, and the affected employee organization.

(d) *Determination of classes.* In determining the class to which any position shall be allocated, the specification of each class shall be considered in its entirety and in relation to others in the classification plan.

(e) *Use of class rules.* The title of the class to which any position is allocated shall be used in all official personnel transactions and personnel records of the County; provided, however, the use of class

titles shall not preclude the deputization of employees or the use of working titles within the department.

(§ 31, Ord. 513, as amended by § 6, Ord. 779, eff. July 14, 1977, and § 8, Ord. 789, eff. December 22, 1977.)

Sec. 2-6.47. Disciplinary action.

(a) *Discharge.* An employee who has permanent status may be discharged by the appointing authority only for cause. Any one of the following reasons may be cause for discharge:

- (1) Incompetency or inefficiency on the job;
- (2) Insubordination;
- (3) Intoxication while on duty;
- (4) Negligence or willful damage to public property or waste of public supplies or equipment;
- (5) The violation of any proper regulation or order made and given by a superior;
- (6) The falsification of an employment application or other personal records;
- (7) Unauthorized absences from duty; or
- (8) Substantial off duty misconduct reasonably and directly related to the employee's public duties.

(b) *Suspension.* An employee who has permanent status may be suspended by the appointing authority only for cause. Any one of the reasons set forth in subsection (a) of this section may be cause for suspension. A suspension imposed by an appointing authority shall not exceed thirty (30) calendar days.

(c) *Notices.* An appointing authority who discharges a permanent employee shall furnish the employee with a written notice of discharge stating specifically the reasons for the discharge. A copy of such notice shall also be sent to the Personnel Department.

(d) *Appeals.* A discharged employee or one who is suspended for more than ten (10) working days who holds permanent status shall have the right to appeal his discharge to the Personnel Board if he feels his discharge or suspension was either without cause or arbitrary and capricious. The procedure for filing appeals shall be governed by the rules and regulations established by the Personnel Board and approved by the Board of Supervisors.

(§ 14, Ord. 513, as amended by § 1, Ord. 662, eff. August 1, 1973)

Sec. 2-6.48. Termination of employment: Resignation.

An employee who wishes to terminate his employment with the County shall submit a written resignation to his department head, giving at least two (2) weeks' notice, unless his department head consents to an earlier date of termination. The failure of an employee to comply with the provisions of this section shall cause him to be separated without good standing, and he shall be denied future employment with the County.

(§ 13, Ord. 513)

Sec. 2-6.49. Termination of employment: Layoff.

(a) If a County department reduces its staff through lack of work or funds, or a reduction in the number of positions, causing an employee to be terminated, the Personnel Director shall make every reasonable effort to relocate the employee; provided, however, if such relocation is not possible immediately, the laid-off employee shall have priority for a period of one year on future vacancies for which he is qualified.

(b) Employees shall be laid off in inverse order of seniority; that is, the last employee hired shall be the first employee to be laid off. Extra help employees shall be laid off before probationary employees, and probationary employees shall be laid off before permanent employees.

(§ 16, Ord. 513)

APPENDIX IV

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- d. Complaints should be filed as soon as possible after the occurrence of the action or event giving rise to the complaint, but in no event longer than 30 days following the occurrence of the action or event or 30 days following completion of intra-agency review procedures.

2. Informal Conference

Upon receipt of a complaint, the executive officer or his designee will designate an impartial member of the staff to meet with the complainant and discuss the issue.

- a. The staff member will review the case and ascertain facts prior to meeting with the complainant.
- b. At the informal conference, the parties will attempt to reach an appropriate resolution of the complaint.
- c. The informal conference shall be scheduled within 10 days of filing the complaint and the complainant and respondent shall be notified in writing of the time and place of the conference.
- d. Failure of the complainant to attend this conference shall not preclude his/her rights to request a hearing on the subject, if he or she is otherwise entitled to a hearing. However, where the complainant is any other aggrieved party, the complainant shall attend this conference since this is the final step at the CYMA level.
- e. If a mutually satisfactory resolution results from the conference and the representative of CYMA concurs, the CYMA staff member shall write a brief report stating the issues and resolution, which shall be placed in the file and sent to the parties involved. The matter will then be considered closed.
- f. If resolution does not result, in the case of an issue involving a complainant who is a subgrantee or participant, the complainant shall be provided with the necessary information and assistance to request an informal hearing if he/she so desires.
- g. If resolution does not result in the case of an issue involving action against any other aggrieved party, the complainant shall be provided the necessary information and assistance to appeal the decision under sections 98.43 and 98.44 of the CETA regulations.

- h. In cases where the complainant is a participant, sub-grantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.
 - (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
 - (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
 - (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
 - (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
 - (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
 - (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing:

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED

Sub-Grantee Name

University of California, Davis

Address

312 Mark Hall

City

Davis, CA. 95616

Program Director

RECEIVED

OCT - 6 1978

LAURENCE P. HENIGAN, Clerk

By

Deputy

Phone:

LAURENCE P. HENIGAN, Clerk

By *Bailew Polger*
DEPUTY

752-7300

Date of Modification

August 1, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 78-80
is hereby modified as follows:

1. Net amount of funds affected by this modification:

Increase

of \$ 64,350

~~XXXXXX~~

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
3. The attached exhibit sets forth the positions authorized and financed during the modification period from 8-1-78 to 9-3-78.
4. This modification is effective on the Date of Modification set forth above.

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

(Legal Name of Sub-Grantee)

Luzhu

Arthur H. Edmonds

(Signature of Authorized Officer)

(Typed Name & Title of
Authorized Officer)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

Bailew Polger
DEPUTY

(SEAL)

LISTING OF POSITIONSCETA TITLE VIUNIVERSITY OF CALIFORNIA AT DAVIS

Revised 8-25-78

	<u>Position</u>	<u>Salary & Benefits</u> 10/01/77 - 9/30/78
One	Animal Caretaker	\$ 9,794
One	Assistant Storekeeper	10,345
One	Assistant Storekeeper	10,343
One	Clerk	8,013
One	Clerk	5,284
One	Clerk (½ time)	4,743
One	Counselor I	11,753
One	Groundskeeper	11,195
One	Laboratory Assistant II	10,791
One	Laboratory Assistant II	11,610
One	Laboratory Assistant II	11,105
One	Laboratory Assistant II	9,730
One	Laboratory Assistant I	9,414
One	Laboratory Assistant I	7,799
One	Laboratory Assistant I	8,761
One	Laboratory Assistant I	9,730
One	Laboratory Assistant I	7,799
One	Laboratory Assistant I	9,862
One	Laboratory Assistant I	9,949
One	Labrary Assistant I	11,265
One	Principal Clerk	11,075
One	Principal Clerk	10,927
One	Senior Clerk	10,849
One	Senior Clerk	8,435
One	Senior Clerk	7,825
One	Senior Clerk	9,222
One	Senior Clerk	8,928
One	Senior Clerk	7,410
One	Senior Clerk	7,161
One	Staff Research Associate	11,212
One	Assistant Storekeeper	1,000
One	Senior Clerk	1,000

Micro Fiched

Thirty-two

Total Cost

\$284,329

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI
Project

FILED

Sub-Grantee Name

OCT - 6 1978

University of California, Davis (Project #84)

LAURENCE P. HENIGAN, Clerk

Address

By Barbara Rodgers
DEPUTY

312 Mark Hall

RECEIVED

Phone:

City

OCT - 6 1978

752-7300

Davis, CA 95616

LAURENCE P. HENIGAN, Clerk

Date of Modification

Program Director

By _____
Deputy

July 31, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 78-81
is hereby modified as follows:

1. Net amount of funds affected by this modification:

~~XXXXXXX~~

Decrease of \$ 23,584

2. The grant period originally starting on 2-1-78 and
ending on 9-30-78 is extended from -0- to
-0-

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
4. The attached exhibit sets forth the positions authorized and financed during the modification period.
5. This modification is effective on the Date of Modification set forth above.

University of California, Davis

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

Fred W. Hill

Arthur H. Edmonds

(Signature of Authorized Officer)

Fred W. Hill

Associate Dean for Research

(Typed Name & Title of
Authorized Officer)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers
DEPUTY

(SEAL)

University of California, Davis
Building Maintenance & Custodian Project

<u>Position/Title</u>	<u>Wages and Benefits</u>	
Custodian	\$ 5,957	
Custodian	5,853	
Custodian	5,825	
Custodian	5,593	
Custodian	5,179	
Custodian	4,951	
Custodian	4,906	Micro Fiched
Custodian	4,758	
Custodian	4,374	
Custodian	4,316	
Custodian	4,217	
Custodian	4,149	
Groundskeeper	6,475	
Groundskeeper	6,389	
Groundskeeper	6,377	
Groundskeeper	6,308	
Groundskeeper	5,912	
Groundskeeper	<u>5,377</u>	
 Eighteen Positions	 Total Cost	 <u>\$ 96,916</u>

Contract period 8 months affective 2-1-78 through 9-30-78

FILED

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

SEP - 7 1978

TITLE VI

LAURENCE P. HENIGAN, Clerk

By *Debra E. Conley*

DEPUTY

Sub-Grantee Name

Winters Joint Unified School District

Address

47 Main Street

City

Winters, CA. 95694

Phone:

795-4588

Micro Fiched

Program Director

Date of Modification

August 1, 1978

The Sub-Grant between the parties, Yolo County Agreement No. 77-290
is hereby modified as follows:

1. Net amount of funds affected by this modification:

~~INCREASE~~of \$ 14,737

Decrease

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
3. The attached exhibit sets forth the positions authorized and financed during the modification period from 8-1-78 to 9-30-78.
4. This modification is effective on the Date of Modification set forth above.

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

Winters Joint Unified School District

(Legal Name of Sub-Grantee)

William H. Oser

(Signature of Authorized Officer)

William H. Oser
Director of Federal Projects
(Typed Name & Title of
Authorized Officer)

Arthur H. Edmonds

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY *Barbara Rodgers*
DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE VI

WINTERS JOINT UNIFIED SCHOOL DISTRICT

	<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/77 - 9/30/78</u>	
One	Bookkeeper	\$ 7,002	
One	Gardener/Custodian	7,844	
One	Gardener/Custodian	7,844	
One	Gardener/Custodian	7,844	
One	Gardener/Custodian	7,844	Micro Fiched
One	Gardener/Custodian	7,844	
One	Gardener/Custodian	7,844	
One	Library Clerk	6,922	
One	Library Clerk	6,922	
<u>One</u>	Secretary	<u>7,372</u>	
Ten			
	TOTAL	<u>\$75,282</u>	

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED

Sub-Grantee Name

SEP 11 1978

City of Woodland

LAURENCE P. HENIGAN, Clerk

Address

By BARBARA A. RODGERS

300 First Street

Deputy

City

Phone:

Woodland, Ca 95695

662-5416

Program Director

Date of Modification

August 1, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 77-284 is hereby modified as follows:

1. Net amount of funds affected by this modification:

~~INCREASE~~

of \$ 12,730

Decrease

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
3. The attached exhibit sets forth the positions authorized and financed during the modification period from 8-1-78 to 9-30-78.
4. This modification is effective on the Date of Modification set forth above.

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

(Legal Name of Sub-Grantee)

Thomas A. Peterson
(Signature of Authorized Officer)

Arthur H. Edmonds

Thomas A. Peterson, City Manager
(Typed Name & Title of
Authorized Officer)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

RECEIVED

SEP 11 1978

LAURENCE P. HENIGAN, Clerk

By
Deputy

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers
Deputy

LISTING OF POSITIONS

CETA TITLE VI

CITY OF WOODLAND

	<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/77 - 9/30/78</u>	
One	Account Clerk	\$ 7,342	
One	Clerk-Typist I	7,962	
One	Groundsman/Gardener	10,710	
One	Groundsman/Gardener	11,145	
One	Groundsman/Gardener	11,390	Micro Fiched
One	Groundsman/Gardener	11,390	
One	Groundsman/Gardener	10,904	
One	Maintenance Worker I	10,676	
<u>One</u>	Maintenance Worker I	<u>10,800</u>	
Nine			
	TOTAL	<u>\$ 92,319</u>	

FILED

AGREEMENT NO. 78 - 227

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

SEP - 7 1978

LAURENCE P. HENIGAN, Clerk

By *Debra C. Conley*
DEPUTY

TITLE VI

Sub-Grantee Name

Yolo County Housing Authority

Address

P. O. Box 57

City

Woodland, Ca 95695

Phone:

662-7043

Micro Fiched

Program Director

Date of Modification

August 1, 1978

The Sub-Grant between the parties, Yolo County Agreement No. 77-291
is hereby modified as follows:

1. Net amount of funds affected by this modification:

~~XXXXXXX~~

of \$ 12,550

Decrease

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
3. The attached exhibit sets forth the positions authorized and financed during the modification period from 8-1-78 to 9-30-78.
4. This modification is effective on the Date of Modification set forth above.

YOLO COUNTY HOUSING AUTHORITY

(Legal Name of Sub-Grantee)

D. Ross Parker

(Signature of Authorized Officer)

D. ROSS PARKER EXECUTIVE DIRECTOR

(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

Arthur H. Edmonds

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY *Barbara Poljan*
DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE VI

YOLO COUNTY HOUSING AUTHORITY

	<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/77 - 9/30/78</u>	
One	Maintenance II	\$ 11,695	
One	Maintenance II	11,695	
One	Maintenance II	11,695	Micro Fiched
One	Maintenance I	10,761	
One	Maintenance I	10,594	
One	Maintenance I	10,843	
One	Maintenance I	10,593	
One	Loan Coordinator	10,908	
<u>One</u>	Secretary Receptionist	<u>9,472</u>	
Nine	TOTAL	<u>\$ 98,256</u>	

RECEIVED

FILED

SEP 13 1978

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

SEP 13 1978

LAURENCE P. HENIGAN, Clerk

TITLE VI

LAURENCE P. HENIGAN, Clerk
By Debra E. Conley
DEPUTY

Sub-Grantee Name

Davis Joint Unified School District

Address

23 Russell Blvd

City

Davis CA. 95616

Phone:

756-0301

Micro Fiched

Program Director

Date of Modification

August 1, 1978

The Sub-Grant between the parties, Yolo County Agreement No. 77-285 is hereby modified as follows:

1. Net amount of funds affected by this modification:

~~XXXXXXX~~

of \$ 8,586

Decrease

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
3. The attached exhibit sets forth the positions authorized and financed during the modification period from 8-1-78 to 9-30-78.
4. This modification is effective on the Date of Modification set forth above.

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

(Legal Name of Sub-Grantee)

Daniel L. Predovich
(Signature of Authorized Officer)

Daniel L. Predovich
Superintendent of Schools

(Typed Name & Title of
Authorized Officer)

Arthur H. Edmonds

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara P. Jones
DEPUTY

LISTING OF POSITIONS

CETA TITLE VI

DAVIS JOINT UNIFIED SCHOOL DISTRICT

	<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/77 - 9/30/78</u>	
One	Account Clerk	\$ 8,344	
One	Custodian	9,834	
One	Delivery Person	10,940	Micro Fiched
One	Groundsworker	9,845	
One	Instructional Aide	8,900	
One	Instructional Aide	9,270	
<u>One</u>	Receptionist	<u>8,352</u>	
Seven		<u>TOTAL</u>	<u>\$ 65,485</u>

AUG 22 1978

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
DEPUTY

AGREEMENT NO. 78-223

(Agreement to Provide Services as Consulting Dietitian for the Yolo County Juvenile Hall)

THIS AGREEMENT made and entered into this 22nd day of August, 1978, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and CONSTANCE HIBBARD, hereinafter called DIETITIAN.

Micro Fiched

W I T N E S S E T H:

- I. In consideration of the covenants of COUNTY herein, DIETITIAN agrees during the term of this Agreement to perform the following services in accordance with the standards as set forth in Standard No. 36 of the Standards for Juvenile Halls as compiled by the California Department of the Youth Authority:
 - A. To review proposed monthly menus as supplied to the Juvenile Hall by the Sheriff's Department;
 - B. To analyze menus as to their meeting of basic nutritional requirements and to make recommendations in accordance with her observations of menus as to inadequacies;
 - C. To make at least monthly unannounced inspections of food at its place of service in the Juvenile Hall.
- II. In consideration of the covenants of DIETITIAN herein, COUNTY agrees to pay DIETITIAN the sum of FIFTY (\$50) DOLLARS per month on presentation of a claim therefor.
- III. IT IS MUTUALLY AGREED AS FOLLOWS:
 - A. In the performance of the work, duties and obligations devolving upon her under this Agreement, DIETITIAN is at all times acting and performing as an independent contractor practicing her profession as consulting dietitian. COUNTY shall not have nor exercise any

1 control or direction over the methods by which
2 DIETITIAN shall perform her work and functions
3 except as specified elsewhere in this Agreement and
4 except that DIETITIAN does by this Agreement agree
5 to perform her work and functions at all times in
6 strict accordance with currently approved methods and
7 practices in her profession and that the sole
8 interest of COUNTY is to assure that said work and
9 functions shall be performed and rendered in a
10 competent and efficient and satisfactory manner. Micro Fiched

11 B. The term of this Agreement shall commence on July 1, 1978,
12 and shall terminate on June 30, 1979; provided,
13 however, this Agreement may be terminated by either
14 party hereto by a 30-day written notice or intention
15 to terminate said Agreement.

16 C. DIETITIAN represents that she is registered with the
17 American Dietetic Association and agrees to maintain
18 such registration during the term of this Agreement.

19 D. No alteration or variation of the terms of this
20 Agreement shall be valid unless made in writing and
21 signed by the parties hereto, and no oral understandings
22 or agreements not incorporated herein and no
23 alterations or variations of the terms hereof unless so
24 made shall be binding on the parties.

25 E. This Agreement supersedes all prior Agreements between
26 the parties.

27 / / / /

28 / / / /

29 / / / /

30 / / / /

31 / / / /

32 / / / /

1 . IN WITNESS WHEREOF, the parties hereto have executed this
2 Agreement on the day and year first above set forth.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5
6 BY Arthur P. Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST:

8 LAURENCE P. HENIGAN, CLERK

9 Micro Fiched

10 BY Balaine Rodgers
(DEPUTY)

11
12 (SEAL)

13
14
15 Constance H. Hibbard
16 CONSTANCE HIBBARD

17
18
19 APPROVED AS TO FORM

20 CHARLES R. MACK
COUNTY COUNSEL

21 BY Elizabeth J. Frick
22 DEPUTY COUNTY COUNSEL

AGREEMENT NO. 78-224

(AGREEMENT TO EXCHANGE ATTORNEYS FOR
TRAINING PURPOSES WITH STATE)

This agreement made and entered into this 22nd day
of August, 1978, by and between the County of
Yolo, a political subdivision of the State of California, here-
inafter called County, and the State Public Defender's Office,
hereinafter called State, and agree to exchange employees for
training purposes. The State and County make this agreement
pursuant to the provisions of Section 19369 of the Government
Code of the State of California and Section 2-6.38.1, Chapter
6 of the Yolo County Code for the detailing of **Micro Fiched**

YOLO COUNTY EMPLOYEE GEORGE A. LAGOMARSINO

SOCIAL SECURITY NUMBER 548-34-9236

OFFICE ADDRESS: 815 Court Street, Woodland, CA 95695

and

STATE EMPLOYEE GAYLE GUYNUP

SOCIAL SECURITY NUMBER 556-74-2477

OFFICE ADDRESS: 455 Capitol Mall, Sacramento, CA

FILED

SEP 19 1978

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

to the Public Defender's Office of the other, under the following
terms and conditions:

1. JUSTIFICATION FOR THE EXCHANGE:

This program will be a one to one exchange of attorneys
between the Yolo County Public Defender's Office, whose attor-
neys with minor exceptions, confine themselves solely to the
practice of law on the Municipal or Superior Court trial levels
and the California State Public Defender's Office whose attorneys,
with minor exceptions, function solely on the Appellate Court
level.

It is envisioned that the program will only be available
to attorneys who are experienced in the practice of law in their
respective offices and that the placements will be in the nature

of training and development under the tutelage of experienced attorneys in the office receiving the respective placements.

II. POSITION DATA AND SUPERVISION:

The attorneys assigned to Yolo County will receive a one week orientation from the training officer of the Yolo County Public Defender's Office, handle a varied selection of courts for a three week period and spend the next five months, in as equal a division as is practical, doing Preliminary Hearings and Misdemeanor Jury Trials in Department One of the Yolo County Municipal Court District. Where possible and providing the attorney expresses a particular interest, some effort will be made to expose him or her to the juvenile court process.

Those attorneys assigned to the California State Public Defender's Office will receive an introductory training and orientation concerning appellate procedure and take the responsibility for direct appeals under the supervision of one of the senior attorneys of the California State Public Defender's Office, who will help them define issues and formulate the final brief. It is expected that the placement attorney will file all briefs on the case assigned and argue the appeal even if the placement attorney has returned to assignment in the Yolo County Public Defender's Office.

III. EXPECTED RESULTS OF THE TRAINING AND DEVELOPMENT PROGRAM:

Micro Fiched

This program is expected to provide the placement attorneys with experience which is unavailable in the employee's organization, the exposure of each to new ideas and approaches within the criminal law field, and a familiarity with each other's resources.

Each of the respective offices will benefit from the development of a pool of attorneys with facility in a broader practice of criminal law, greater understanding and therefore the possibility of solving the problems faced by each, and finally no loss of attorney time during this process.

IV. COSTS, EXPENSES, AND FRINGE BENEFITS:

Each jurisdiction will pay its own attorney who will remain under the control of its own jurisdiction for all administrative purposes including vacation, sick leave, health insurance, and worker's compensation. The period of exchange will be creditable in determining the rate of eligibility for a higher rate of leave accrual and for other benefit purposes. No placement attorney will be allowed vacation time during the placement except as agreed to by the office receiving the placement.

V. SUMMARY OF ASSIGNMENT:

At the completion of this exchange, the placement office will provide the supervisor of the placed attorney with a written summary of the work performed.

VI. APPLICABILITY OF RULES, REGULATIONS AND POLICIES:

The rules and policies of both the Yolo County Public Defender's Office and the California State Public Defender's Office governing standards of conduct shall apply to the employee.

VII. TERM OF CONTRACT:

This contract will commence on September 5, 1978, and will terminate March 30, 1979.

The agreement is subject to termination by either party by a written two week notice.

APPROVED:

Micro Fiched

FOR THE STATE OF CALIFORNIA

COUNTY OF YOLO, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA

Dean Sauer
(Signature)

BY: *Arthur J. Chandler*
(Signature)

~~Chief Assistant~~ State
Public Defender
(Title)

Chairman of the Board of Supervisors
(Title)

8/11/78
(Date)

8-22-78
(Date)

CONCURRENCE:

This contract is entered into between the State of California and the County of Yolo with my concurrence.

Bob Sauer
(State Employee)

Harry A. Chapman
(County Employee)

RECEIVED

FILED

SEP - 5 1978

LAURENCE P. HENIGAN, Clerk

SEP - 5 1978

By _____

Deputy

AGREEMENT NO. 78-225

(Agreement to provide Dental Care Services)

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers

DEPUTY

THIS AGREEMENT made and entered into this 22nd day of

AUGUST, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and SALUD HEALTH CORPORATION, a non-profit Corporation, hereinafter called PROVIDER.

WITNESSETH:

Micro Fiched

RECITALS:

1. COUNTY provides a variety of Public Health Services through its Department of Health, Public Health Programs.
2. COUNTY has not, however, itself provided dental care through its Public Health Programs.
3. PROVIDER is a dental care program and possesses the facilities and expertise to provide said care.
4. PROVIDER has provided said care for COUNTY in the past under the auspices of a grant of Federal Revenue Sharing Funds.
5. Said Federal Revenue Sharing Funds will no longer be made available to PROVIDER.
6. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain dental care services detailed in herein below recited Agreement 1 A.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises contained in hereinafter recited agreements, PROVIDER agrees to:
 - A. Provide general dental care services, exemplified but not limited to:

1 conducting classes in dental disease education and plaque control in
2 the schools; providing dental care consultative services to the schools;
3 dental treatment for low income children; and general dental health
4 education to Yolo County organizations and residents.

- 5 B. Prepare, produce and upon request of COUNTY'S hereinafter in Agreement 4
6 designated representatives present a financial report and a statistical
7 report of services rendered under the provisions of this agreement, the
8 statistical report in the format of Exhibit "A" attached hereto and
9 incorporated herein by reference thereto, within two weeks of the last
10 day in each quarter during which services were rendered under the pro-
11 visions of this Agreement.

Micro Fiched

- 12 C. All funds advanced and not spent by the end of the contract period will
13 be returned to County unless an extension for the use of these funds is
14 granted by the Board of Supervisors.

- 15 D. 1. To maintain proper, adequate records and ledgers sufficient to
16 enable an audit of the program which is the subject of this agree-
17 ment, and to make said ledgers and records available to a COUNTY
18 selected auditor upon reasonable request of COUNTY.
- 19 2. To establish and maintain accounting procedures which meet normally
20 accepted accounting practices and principles, and to comply with the
21 recommendations of COUNTY'S auditor for the purpose of establishing
22 and maintaining such accounting practices and fulfilling the terms
23 of this agreement.

- 24 E. To comply with Title VI and VII of the Civil Rights Act of 1964, and with
25 the Constitution and applicable laws of the State of California in its
26 procurement and employment practices and in the providing of services

recited hereinabove in Agreement 1 A.

F. Without limiting PROVIDER'S Agreement recited hereinafter in Agreement 1 to indemnify COUNTY, to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operations. PROVIDER further agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of each cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. During all times during the performance of this agreement, PROVIDER will, at its sole cost, maintain Worker's Compensation Insurance fully covering all employees or PROVIDER.

Micro Fiched

G. To indemnify, defend and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER regardless of whether or not it is caused in part by a party indemnified hereunder.

H. Designate a representative within two weeks of the execution of this agreement by written notice to COUNTY'S representative designated in hereinafter recited agreement 4; and to notify COUNTY in the same manner of any changes in PROVIDER'S representative.

2. COUNTY'S SERVICE OBLIGATION: In consideration of PROVIDER'S promises contained herein recited agreements 1, and 5 through ⁷ X, COUNTY agrees to:

////////

[Handwritten signature]

1 A. Designate representatives in hereinafter recited agreement 4, responsible
2 to:

- 3 1) Review the statistical report prepared in accordance with herein
4 above recited agreement 1 B.
5 2) Authorize payment to PROVIDER.
6 3) Evaluate the services provided by PROVIDER for their utility to COUNTY
7 in future fiscal years.

8 B. COUNTY'S designated representatives will give prompt attention to claims
9 for payment submitted by PROVIDER.

10 3. PAYMENT: In consideration of PROVIDER'S promises contained herein recited
11 agreement 1, 5-7, COUNTY agrees to: **Micro Fiched**

12 A. Upon execution of this Agreement and presentation of a claim in herein-
13 after recited format pay to PROVIDER SEVEN THOUSAND THREE HUNDRED SEVENTY-
14 NINE DOLLARS AND FIFTY CENTS (\$7,379.50), representing an advance of funds
15 for the first quarter of the term of this Agreement.

16 B. Upon submission each quarter in accordance with the time frames of
17 hereinabove recited agreement 1 B, to COUNTY'S designated representative
18 of an invoice which includes:

- 19 1) A detailing of expenditures in accordance with Exhibit "B" attached
20 hereto and incorporated by reference thereto; and
21 2) The statistical report recited herein above in Agreement 1B; pay
22 PROVIDER SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS AND FIFTY
23 CENTS (\$7,379.50), representing an advance of funds for the second,
24 third and fourth quarters of the terms of this agreement up to the
25 maximum recited hereinafter in agreement 3 C.

26 / / / /

1 C. The maximum total payment to PROVIDER for performance under the terms of
2 this agreement will not exceed TWENTY-NINE THOUSAND FIVE HUNDRED EIGHTEEN
3 DOLLARS (\$29,518).

4 D. Where a statistical or financial report in accordance with agreement 1 B,
5 is due for any quarter during this agreement, payment of the advance for
6 the next segment is expressly conditioned on the acceptance by COUNTY'S
7 designated representative of the report as completed by PROVIDER. It is
8 understood that completion of the contemplated reports for the final
9 quarter of this agreement is a condition subsequent to COUNTY'S obliga-
10 tion to pay the final quarter's installment on the contract amount; and
11 advancement of these funds pursuant to agreement 3 B is not a waiver of
12 said condition subsequent.

Micro Fiched

- 13 4. COUNTY'S DESIGNATED REPRESENTATIVE: COUNTY'S designated representative for
14 the purpose of this agreement is the Public Health Program Specialist respon-
15 sible for the HURA Consolidation Project.
- 16 5. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and
17 shall be construed to be that PROVIDER is an independent contractor of COUNTY
18 and not an agent. At no time during the performance of this agreement is an
19 employee, agent or contractor of PROVIDER, an employee, agent or contractor
20 of COUNTY, nor shall be construed to be so.
- 21 6. AMENDMENTS: Unless otherwise expressly provided herein, the body of this
22 agreement, together with Exhibits attached hereto, fully expresses all under-
23 standings of the parties concerning all matters covered and shall constitute
24 the total agreement. Unless otherwise expressly provided herein, no addition
25 to, or alternation of, the terms of this agreement, whether by written or ver-
26 bal understanding of the parties, their officers, agents or employees, shall

1 be valid unless made in the form of a written amendment to this agreement
2 which is formally approved and executed by the parties.

3 7. TERM: This agreement shall commence July 1, 1978, and terminate June 30, 1979
4 unless sooner terminated by either party on thirty (30) days written notice
5 to the other.

6 IN WITNESS WHEREOF; the parties have executed this agreement as of the
7 day and year hereinabove setforth.

Micro Fiched

8 COUNTY OF YOLO, a political subdivision
9 of the State of California

10 BY Arthur H. Chaskey

11 CHAIRMAN OF THE BOARD OF SUPERVISORS

12 ATTEST:

13 LAURENCE P. HENIGAN, CLERK

14 BY Barbara Rodgers

15 DEPUTY

16 BY French Francis

17 FRENCH FRANCIS, PRESIDENT

18
19
20
21 APPROVED AS TO FORM

22 CHARLES R. MACK
23 COUNTY COUNSEL

24 By Ronald A. [Signature]

25 DEPUTY COUNTY COUNSEL
26

EXHIBIT "A"

SALUD EAST YOLO DENTAL HEALTH PROGRAM

STATISTICS FOR PERIOD

TREATMENT PORTION

CHILDREN TREATED WITH REV. SHARING FUNDS:

CHILDREN SERVED WITH REFERRALS:

Micro Fiched

ADULTS SERVED WITH REFERRALS:

TOTAL # SERVED IN TREATMENT:

PREVENTION PROGRAM IN SCHOOLS

CHILDREN SERVED IN YOLO COUNTY CLASSROOMS:

EXHIBIT "B"

SALUD EAST YOLO DENTAL HEALTH PROGRAM

PROPOSED 1978-79 BUDGET

<u>LINE ITEMS</u>	<u>COUNTY FUNDS</u>	<u>STATE FUNDS</u>	<u>TOTAL OPERATING BUDGET</u>
<u>PERSONNEL:</u>			
			Micro Fiched
R. D. H. Administrator/educator 3 days/week;	\$ 12,000.00	\$ 1,275.00	\$13,275.00
R. D. H. Classroom educator(s) 24 days @ \$60 (Co.); 45 days (St.)	1,440.00	2,700.00	4,140.00
Bookkeeper (part-time) \$400/mo.	4,800.00	-	4,800.00
Fringe Benefits: FICA, State Unemployment, & portion of Work. Compens. (10.45%)	<u>2,282.28</u>	<u>312.00</u>	<u>2,594.28</u>
TOTAL PERSONNEL:	\$20,522.28	\$4,287.00	\$24,809.28
<u>SERVICES AND SUPPLIES:</u>			
<u>SUPPLIES</u>			
Office and School Dental Prevention	935.72	\$1,829.00	\$ 2764.72
<u>CONSULTANT</u>			
Accounting Consultancy	300.00	-	300.00
<u>DENTAL TREATMENT</u>			
Children only	5,598.00	-	5,598.00
<u>INSURANCE</u>			
Liability (& portion W. Comp.)	400.00	-	400.00
<u>TELEPHONE & MISC.</u>			
Telephone, Ans. Service, Misc.	900.00	172.00	1,072.00
<u>TRAVEL</u>			
Mileage @ 17¢/mile	862.00	612.00	1,474.00
<u>EQUIPMENT</u>			
Any equipment would probably be purchased from private funds.	-	-	-
<u>OTHER</u>			
This is a State Line-Item Only	-	100.00	100.00
TOTAL BUDGET:	\$29518.00	\$7,000.00	\$36,518.00

FILED

AUG 22 1978

LAURENCE P. HENIGAN, Clerk

By *Richard Conley*
DEPUTY

AGREEMENT NO. 78-226

(Agreement to Provide Out-Patient Primary
and Health Care Services)

THIS AGREEMENT, made and entered into this 22nd day of August,
1978, by and between THE COUNTY OF YOLO, a political subdivision of the
State of California, (hereinafter called "COUNTY"), and DAVIS FREE CLINIC,
a non-profit corporation, (hereinafter called "PROVIDER"),

W I T N E S S E T H:

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RECITALS:

1. COUNTY is obligated to provide health care to its indigent residents.
2. PROVIDER is an out-patient primary and health care clinic operating within the City of Davis, and possesses the facilities to provide such care.
3. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain out-patient primary and health care services described herein.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises contained in Paragraphs 2 and 3 below, PROVIDER agrees to:

- A. Provide general out-patient primary and health care services including, but not limited to, general health counseling, laboratory procedures, physical examinations, minor surgery, prescriptions, immunizations, venereal disease treatment, pregnancy testing, and family planning; and excluding those particular services funded by sources other than COUNTY.
- B. Prepare, produce and, upon request of COUNTY'S designated representatives, present a financial report and statistical report

1 of services rendered under the provisions of this agreement,
2 within two (2) weeks of the last day in each quarter during
3 which services were rendered under the provisions of this
4 agreement. The statistical report shall be in the format of Exhibit
5 "A", attached hereto and incorporated herein by reference thereto.

6 C. All funds advanced and not spent by the end of the contract
7 period will be returned to COUNTY unless an extension for the use
8 of these funds is granted by the Board of Supervisors. **Micro Fiched**

9 D. 1. Maintain proper and adequate records and ledgers sufficient
10 to enable an audit of the program which is the subject of
11 this agreement, and to make said ledgers and records
12 available to a County selected auditor upon reasonable
13 request of County.

14 2. Establish and maintain accounting procedures which meet
15 normally accepted accounting practices and principles, and
16 to comply with the recommendations of County's auditor for
17 the purpose of establishing and maintaining such accounting
18 practices and fulfilling the terms of this agreement.

19 E. Comply with Title VI and VII of the Civil Rights Act of 1964, and
20 with the Constitution and applicable laws of the State of
21 California in its procurement and employment practices and in the
22 providing of services recited in Paragraph 1.A. above.

23 F. Without limiting PROVIDER'S agreement recited hereinafter in
24 Paragraph 1.G. to indemnify County, maintain in force at all
25 times during the performance of this agreement, a policy or
26 policies of insurance sufficient to fully cover its operations.

1 PROVIDER further agrees not to cancel or reduce the amount of
2 coverage of any of the aforesaid insurance without giving notice
3 in writing at least ten (10) days in advance of such cancellation
4 or modification to COUNTY, and agrees to abide with reasonable
5 requirements imposed by COUNTY upon said cancellation or
6 modification. At all times during the performance of this
7 agreement, PROVIDER will, at its sole cost, maintain workers'
8 compensation insurance, fully covering all employees of PRO-
9 VIDER.

Micro Fiched

10 G. Indemnify, defend and hold harmless COUNTY, its officers,
11 agents, and employees from and against any and all claims,
12 losses, liabilities, or damages including attorneys' fees arising
13 out of or resulting from the performance of this agreement, caused
14 in whole or in part by any negligent act or omission of provider
15 or anyone directly or indirectly employed by PROVIDER, regard-
16 less of whether or not it is caused in part by a party indemnified
17 hereunder.

18 H. Designate a representative within two (2) weeks of the execution
19 of this agreement, by written notice to COUNTY'S representative
20 designated in Paragraph 4 below, and to notify COUNTY in the
21 same manner of any changes in PROVIDER'S representatives.

22 2. COUNTY'S SERVICE OBLIGATION: In consideration of PROVIDER'S pro-
23 mises contained in Paragraph 1, COUNTY agrees to:

24 A. Designate representatives responsible to:

25 1) Review the statistical reports prepared in accordance with
26 Paragraph 1.B. above.

- 2) Authorize payment to PROVIDER.
- 3) Evaluate the services provided by PROVIDER for their utility to COUNTY and future fiscal years.
- B. Provide such expendible goods, preparations, vaccines, laboratory tests and medicines as are appropriate in the judgment of COUNTY'S designated representatives, and consistent with previous fiscal year arrangements to provide such goods, preparations, vaccines, laboratory tests, and medicines to PROVIDER by COUNTY'S Health Department. **Micro Fiched**
- C. COUNTY'S designated representatives will give prompt attention to claims for payment submitted by PROVIDER.
3. PAYMENT: In consideration of PROVIDER'S promises contained in Paragraph 1 above, COUNTY agrees to:
- A. Upon execution of this Agreement and presentation of a claim in the format set forth below, pay to provider FOUR-THOUSAND-SIX-HUNDRED-AND-TWENTY-FIVE DOLLARS (\$4,625.00), representing an advance of funds for the first quarter of the term of this agreement.
- B. Upon submission each quarter, in accordance with the time frames set forth in Paragraph 1.B. above, to COUNTY'S designated representative an invoice which includes:
- 1) A detailing of expenditures in accordance with Exhibit "B" attached hereto and incorporated by reference herein; and
- 2) The statistical report recited above in Paragraph 1.B.; pay PROVIDER FOUR-THOUSAND-SIX-HUNDRED-AND-TWENTY-FIVE DOLLARS (\$4,625.00) per quarter, representing an advance of

1 funds for the second, third and fourth quarters of the term
2 of this agreement, up to the maximum stated in Paragraph
3 3.C. below.

4 C. The maximum total of payment to PROVIDER for performance under
5 the terms of this agreement will not exceed EIGHTEEN-THOU-
6 SAND-FIVE-HUNDRED-DOLLARS (\$18,500.00).

Micro Fiched

7 D. Where a statistical or financial report in accordance with
8 Paragraph 1.B. is due for any quarter during this agreement,
9 payment of the advance for the next quarter is expressly
10 conditioned on the acceptance of the report as complete by the
11 COUNTY'S designated representative. It is further understood that
12 completion of the contemplated report for the final quarter of this
13 agreement is a condition to COUNTY'S obligation to pay the final
14 quarter's installment on the contract amount; advancement of
15 these funds pursuant to Paragraph 3.B. is not a waiver of said
16 condition.

17 4. COUNTY'S DESIGNATED REPRESENTATIVE: COUNTY'S designated repre-
18 sentatives for the purposes of this agreement are the Director of Public
19 Health Nursing and the Supervising Public Health Nurse for the West Yolo
20 area.

21 5. RELATIONSHIP OF PARTIES. The relationship of COUNTY and PROVIDER
22 is, and shall be construed to be, that PROVIDER is an independent
23 contractor of COUNTY and not an agent or employee. At no time during the
24 performance of this agreement is an employee, agent, or contractor of
25 PROVIDER an employee, agent or contractor of COUNTY, nor shall be
26 construed to be so. PROVIDER shall be solely liable and responsible to pay

all required taxes and other obligations including, but not limited to, withholding and social security. Contractor agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State governments as a consequence of the contract. **Micro Fiched**

6. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or alteration of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of written amendment to this agreement which is formally approved and executed by the parties.

7. TERM: This agreement shall commence July 1, 1978, and terminate July 30, 1979, unless sooner terminated by either party on thirty (30) days' written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

By: *Barbara Polger*
Deputy
(SEAL)

DAVIS FITE CLINIC
Clyde Byfield
CLYDE BYFIELD, PRESIDENT
BOARD OF DIRECTORS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By: *Clyde S. Frick*
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

STATISTICAL REPORT

DAVIS FREE CLINIC

Month - Year _____

NEW:

RETURN:

MALE:

FEMALE:

AGES:

0-4 Years _____

5-12 Years _____

13-19 Years _____

20-24 Years _____

25-29 Years _____

30 Years _____

40 Years _____

50 Years _____

TOTAL
PATIENT
VISITS

Micro Fiched

DISORDER OR NEED

Psychiatric
 Dental.....
 E.E.M.T.....
 U.R.I.....
 Genitourinary.....
 G.I.....
 Orthopedic.....
 Allergy.....
 Dermatology.....
 Infection.....
 Injury.....
 Communicable Disease.....
 Other.....

VENEREAL DISEASE

Counseling.....
 Treatment.....
 G.C. --Suspect.....
 Routine.....
 VDRL--Suspect.....
 Routine.....

PREGNANCY

Counseling.....
 Test.....
 Referral.....

WELL VISITS (of these
 categorized above):

FAMILY PLANNING

Counseling.....
 Pills.....
 I.U.D.....
 Diaphragm.....
 Other--Foam.....
 condom.....
 jel.....
 des.....
 mucus meth.....
 encare oval.....

SOME SERVICES

Counseling-Ed.....
 Lab. Procedures.....
 Physical Exam.....
 Minor Surgery.....
 Pharmacy-RX.....
 Immunization.....
 Test Results.....
 Cert. Phone Form.....
 Referral.....

DRUG RELATED

Emergency.....
 Counseling.....
 Detoxification.....
 Referral.....

FPDs.....
 Paps.....

STAFF ATTENDANTS

Volunteer
 Medic
 Counselor
 Med Student

F.N.P.
 R.N.
 Physician
 Lab. Tech
 Psych. Therapist

EXHIBIT "B"

BUDGET

Salaries:	Clinic Coordinator	\$7,200
	Clinic site Coordinator	3,600
	Bookkeeper	900
Benefits:		1,170
Phone/Utilities		480
Insurance (Mal practice, premises, Workan's Comp.):		1,500
Accountant:		250
Office, Maintenance, Refurbishing		500
Lab/Medical Supplies		2,500
Educational Supplies		400
		<u>\$18,500</u>

Micro Fiched

SEP - 5 1978

AGREEMENT

LAURENCE P. HENIGAN, Clerk

By *Barbara H. Rodgers*
Deputy

THIS AGREEMENT made and entered into this 18th
day of July, 1978, by GOLDEN EMPIRE
HEALTH SYSTEMS AGENCY, a Joint Powers Authority, and the
Yolo County Health Council Sub-Area Council.

W I T N E S S E T H

Micro Fiched

WHEREAS, Golden Empire Health Systems Agency has received
certain funds for purposes of providing local health council
functions;

WHEREAS, the Yolo County Health Council Sub-Area Council
is charged with the responsibility of providing input and
recommendations to Golden Empire Health Systems Agency.

NOW, THEREFORE, IT IS AGREED as follows:

1. Golden Empire Health Systems Agency shall allocate
the amount of \$ 2,117 to the Yolo County Health Council
Sub-Area Council for performing basic health council
activities.
2. Before any funds will be released, the Yolo County
Health Council shall submit to the Agency a budget
and work program which will be reviewed and approved
by the Sub-Area Council/Annual Implementation Plan
Committee and the Governing Body.

3. The Yolo County Health Council Sub-Area Council shall use the funds received from Golden Empire Health Systems Agency pursuant to this agreement for the purpose of providing support services, including secretarial services or personnel as necessary, supplies and operating expenses, and such other expenses as may be reasonable for the purpose of assisting the Health Council in carrying out its functions as authorized by Federal and State law, County Charter and the Joint Exercise of Powers Agreement establishing Golden Empire Health Systems Agency.

Micro Fiched

4. Golden Empire Health Systems Agency will reimburse for Health Council expenses or pay vendors directly upon receipt of claims authorized by the Health Council.
5. Prior to July 31, 1978, the Yolo County Health Council Sub-Area Council shall provide to Golden Empire Health Systems Agency an accounting of how the monies paid to this agreement have been expended.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the date above mentioned.

GOLDEN EMPIRE HEALTH SYSTEMS AGENCY
a Joint Powers Authority

By Charles L. [Signature]
Executive Director

By [Signature]
Board of Supervisors - Yolo County

7-5-78



SUB-AREA ALLOCATIONS
1978-79

COUNTY	POPULATION	BASIC ALLOCATION	CONTRIBUTION (9/10 of .01¢ per capita)	TOTAL Micro Fished
El Dorado	59,219	\$ 1,200	\$ 539	\$ 1,739
Nevada	33,950	1,200	309	1,509
Placer	90,975	1,200	828	2,028
Sutter/Yuba	90,955	1,200	419 409	2,028
South Lake Tahoe		1,200	15	1,215
Sierra	2,951	1,200	28	1,228
Sacramento	686,325	1,200	6,246	7,446
Tahoe-Truckee		1,200	15	1,215
Yolo	100,783	<u>1,200</u>	<u>917</u>	<u>2,117</u>
TOTALS		\$10,800	\$9,725	\$20,525

FILED

AUG 30 1978

LAURENCE P. HENIGAN, Clerk
By J. E. Henigan
Deputy

AGREEMENT NO. 78-228

(Amendment of Lease Agreement)

THIS AMENDMENT OF LEASE AGREEMENT is made on Aug. 16, 1978, between WILLIAM S. SHIELDS, JR., hereinafter referred to as LESSOR, and the County of Yolo, a political subdivision of the State of California, hereinafter referred to as LESSEE, who agree as follows:

This amendment of lease agreement is made with reference to the following facts and objectives:

Micro Fiched

1. LESSOR and LESSEE entered into a written lease agreement dated DECEMBER 14, 1976, known as Yolo County Agreement No. 76-322.

2. In said Agreement No. 76-322, LESSOR leased to LESSEE, and LESSEE leased from LESSOR, premises identified as 900 WOODLAND AVENUE, ESPARTO, California.

3. The term of this lease expires on DECEMBER 31, 1978.

4. The parties desire an early termination of the term of the lease on AUGUST 31, 1978.

AGREEMENT:

1. EARLY TERMINATION OF THE TERM. The term of the lease shall terminate on the 31st day of AUGUST, 1978.

2. EFFECTIVENESS OF LEASE AMENDMENT. Except as set forth in this amendment of lease agreement, all the provisions of Lease Agreement No. 76-322 shall remain unchanged and in full force and effect.

///

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 amendment of lease agreement the day and year first written above.

3 TENANT:

4 COUNTY OF YOLO, a political subdivision
5 of the State of California

6 BY W. E. Duncan

7 VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS
8 COUNTY OF YOLO, STATE OF CALIFORNIA

AUG 30 1978

9 ATTEST:

10 LAURENCE P. HENIGAN, CLERK

Micro Fiched

11 BY Bob E. Lucas

12 DEPUTY

13 (SEAL)

14 LESSOR:

15 [Signature]

16
17
18
19
20 Approved as to Form
21 Dated
22 [Signature]
23 County Counsel of Yolo County
24
25
26

FILED

SEP 15 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara A. Polys*
Deputy

YOLO COUNTY AGREEMENT NO. 78-229 LAURENCE P. HENIGAN, Clerk

COOPERATIVE AGREEMENT

By _____
Deputy

THIS AGREEMENT, entered into between the U. S. Fish and Wildlife Service of the United States Department of the Interior, hereinafter known as the "Service" and the County of Yolo, State of California, hereinafter known as the "Cooperator",

WITNESSETH, that,

WHEREAS, the Service is authorized by the Act of March 2, 1931 (46 Stat. 1468) and the Act approved August 14, 1946 (60 Stat. 1080), to provide assistance to and cooperate with states (California Departments of Food & Agriculture and Health), individuals and public and private agencies, organizations and institutions in the control of predatory animals injurious to agriculture, animal husbandry and wild game animals, and, to suppress wildlife diseases such as rabies and;

Micro Fiched

WHEREAS, the Cooperator is authorized to cooperate with the Service in the control of predatory animals, desires to cooperate in such a program, and has funds available for this purpose;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. A program for the control of predatory animals will be undertaken in the County, and all operations as provided for by this agreement shall be under the direct supervision of the Service, in order that the work may be conducted in accordance with the latest improved practices and correlated with control programs carried on in adjacent areas.

2. The Regional Director or his designee, acting as the authorized representative of the Director of the Service shall confer annually, prior to the commencement of each fiscal year, with representatives of the Cooperator and agree in writing upon the program for the forthcoming year, including extent, types and area of program, financing, employment and fixing of compensation of personnel, and other general operating and financial details. The State Supervisor for Animal Damage Control of the Service as program representative of the Regional Director shall confer frequently with representatives of the Cooperator on details of operating the program.

3. To accomplish the intent and purpose of this agreement, the Service will finance the program from Service funds, including payments for salaries, vehicle mileage, supplies, equipment and other pertinent and necessary expenses. Costs of the program will be borne by the parties in the ratios agreed upon at the time of development of the program as provided in Section 2 hereof and the Service will render billings against the Cooperator for his share as hereinafter provided.

4. Service funds shall be expended in accordance with the laws, regulations, policies and practices applicable to the Service. District Field Assistants and other field personnel employed in the program set forth in this agreement shall be Federal employees and subject to Federal laws, regulations and policies pertaining thereto.

5. All equipment classified as major accountable property shall be purchased from federal funds and reimbursement not claimed from the Cooperator.

6. Claims to be submitted to the Cooperator for reimbursement will be presented by the Service in the manner and on such forms as may be required by the Cooperator and payment therefor by the Cooperator shall be accomplished within thirty (30) days after date of billing. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of the Service pertaining to such claims for reimbursement to the extent permitted by the laws and regulations of the United States.

Micro Fiched

7. The Regional Director of the Service or his designee shall submit to the Cooperator an annual report at the end of each federal fiscal year, including the following:

- (a) A complete financial statement showing all expenditures made in carrying out this project.
- (b) A summary of the findings, needs for future work, and information of interest and value to the program of control.
- (c) A complete record of all personnel employed and an outline of work accomplished, and any other pertinent information.

Special reports will be rendered at any time upon request by the Cooperator, and in all reports and publications due credit shall be given to each of the parties hereto cooperating in said project.

8. This agreement and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States and funds available to the Cooperator for the purposes of this agreement.

9. Non-discrimination clause: In connection with the performance of work under this agreement each party agrees that he shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The aforesaid provision shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The parties agree to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Service setting forth the provisions of the non-discrimination clause.

10. No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Micro Fished

11. This agreement shall be in effect from November 1, 1978 to July 1, 1979 and shall automatically renew itself annually thereafter unless written notice to the contrary is given by either party to the other party ninety (90) days in advance of the anniversary date. Upon termination of this agreement the Cooperator shall reimburse the Service for its proportionate share of all obligations created by the Service as a result of this agreement and not previously reimbursed. In addition any costs incurred as a result of the liquidation of this agreement shall be prorated between the parties to the agreement in proportion to their annual contribution to the program.

IN WITNESS WHEREOF the duly authorized officers of the parties hereto have executed this agreement on the dates shown opposite their respective signatures.

(Date)

AUG 30 1978

W.E. Hansen
Vice-Chairman, Board of Supervisors
County of Yolo

(Date)

9/14/78

Ernest D. Montgomery
State Supervisor
U. S. Fish and Wildlife Service

(Date)

9/14/78

Patricia S. Hallum
Area Manager
U. S. Fish and Wildlife Service

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By

J. McInnes
DEPUTY COUNTY COUNSEL

FILED

AUG 30 1978

LAURENCE P. HENIGAN, Clerk

By... *[Signature]* Deputy

AGREEMENT NO. 78-230

(Consulting Dietitian Agreement)

BK
THIS AGREEMENT made and entered into this 29th day of August, 1978, at Woodland, California, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and NANCY ROBERTS, R.D., hereinafter called DIETITIAN,

WITNESSETH:

Micro Fiched

1. In consideration of the covenants of COUNTY herein, DIETITIAN agrees during the term of this agreement to perform the following services in accordance with the standards for hospital accreditation as published by the Joint Commission on Accreditation of Hospitals and all applicable sections of California Administrative Code, Title 22.
 - A. To consult with hospital personnel to maintain an organized dietetic service in Yolo General Hospital.
 - B. To assist in preparation of written policies and procedures which govern all dietetic activities.
 - C. To advise the administration of the nutritional aspects of patient care.
 - D. To maintain a written record of the service provided on each hospital visit to insure continuity of service and to identify progress.
 - E. To provide training to hospital personnel in the nutritional aspects of patient care.
 - F. To provide such consulting services two days per month except that the Hospital Administrator may request additional services in writing specifying such additional days.
2. In consideration of the covenants of DIETITIAN herein, COUNTY agrees as follows:
 - A. To pay DIETITIAN the sum of TWELVE (12.00) DOLLARS per hour.
 - B. To pay DIETITIAN the sum of FIFTEEN (.15) CENTS per mile.
3. IT IS MUTUALLY AGREED AS FOLLOWS:
 - A. In the performance of the work, duties and obligations devolving

1 upon her under this agreement, DIETITIAN is at all times acting and
2 performing as an independent contractor practicing her profession
3 of consulting dietitian. COUNTY shall not have nor exercise any
4 control or direction over the methods by which DIETITIAN shall
5 perform her work and functions except that DIETITIAN does by this
6 agreement agree to perform her work and functions at all times in
7 strict accordance with currently approved methods and practices in
8 her profession and that the sole interest of COUNTY is to assure
9 that said work and functions shall be performed and rendered in a
10 competent and efficient and satisfactory manner. **Micro Fiched**

11 B. The term of this agreement shall commence on July 1, 1978 and shall
12 terminate upon thirty (30) days' written notice thereof by either
13 party.

14 C. DIETITIAN represents that she is registered with the American
15 Dietetic Association and agrees to maintain such registration during
16 the term of this agreement.

17 D. No alteration or variation of the terms of this agreement shall be
18 valid unless made in writing and signed by the parties hereto, and
19 no oral understandings or agreements not incorporated herein and
20 no alterations or variations of the terms hereof unless so made
21 shall be binding on the parties.

22 E. This agreement supersedes all prior agreements between the parties.

23 IN WITNESS WHEREOF, the parties hereto have executed this agreement
24 on the day and year first above written.

COUNTY OF YOLO, a political subdivision
of the State of California

25
26
27 BY *W. E. Lucas*
VICE - CHAIRMAN OF THE BOARD OF SUPERVISORS

AUG 30 1978

28 ATTEST:

29 LAURENCE P. HENIGAN, CLERK

30 BY *Patricia Lucas*
DEPUTY

31 (SEAL)
APPROVED TO FORM
32 CHARLES R. MACK
COUNTY COUNSEL

BY *Nancy Roberts, R.D.*
NANCY ROBERTS, R.D.

By *Ross H. Hitt*
DEPUTY COUNTY COUNSEL

AGREEMENT NO. 78-231
AMENDMENT TO AGREEMENT

FILED
JUG 30 1978
LAURENCE P. HENIGAN, Clerk
By *[Signature]* Deputy

THIS AMENDMENT is made this 29th day of August, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter called "County"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter called "Contractor").

Micro Fiched

R E C I T A L S :

1. The parties have previously entered into an agreement for the Contractor to provide to County general chest clinic patient care by a duly licensed physician or physicians, from the pulmonary disease section of the University of California, Davis, School of Medicine for a total of ten (10) physician hours each and every month during the period July 1, 1974 through June 30, 1975. For and in consideration of such service County agreed to pay to Contractor the sum of Two Hundred and Fifty Dollars (\$250.00) per month.
2. Said agreement was subsequently amended to extend its term through June 30, 1976 and through June 30, 1978.
3. The parties desire to extend said agreement for an additional term of two (2) years commencing July 1, 1978.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 5 of said agreement shall be amended to read as follows:

"The term of this agreement shall commence on July 1, 1974 and shall terminate June 30, 1980 unless sooner terminated by either party upon thirty

(30) days' notice to the other. Such notice shall be deemed to have been fully given when deposited in the United States mail, postage prepaid, and addressed to either party, respectively, as follows:

TO THE COUNTY OF YOLO:

Public Health Director
Yolo County Health Department
Post Office Box 1157
Woodland, California 95695

TO THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Business and Finance Office
University of California
Davis, California 95616

2. All other terms and conditions of said agreement shall remain the same.

Micro Fiched

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

COUNTY OF YOLO

BY *W. C. Duncan*

VICE-CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

AUG 30 1978

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

BY *J. S. Hull*

Vice Chancellor--Business and
Finance

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *Elizabeth L. Trice*

DEPUTY COUNTY COUNSEL

RECEIVED

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

FILED

SEP 21 1978

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 78-232

SEP 21 1978

By _____ Deputy

PROJECT

LAURENCE P. HENIGAN, Clerk

By *Albert G. Unley* Deputy

Sub-Grantee Name

CETA Office (For the State of California) (Project #63)

Address

711 N. Street

City

Phone:

Sacramento, CA 95814

322-7751

Program Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is \$ 5,019.00 .

2. Grant period begins 8-15-78 and ends 9-30-78 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

State of California
Employment Dev. Department
State CETA Office

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

(Legal Name of Sub-Grantee)

John Lique
(Signature of Authorized Officer)

for
Anthony J. Gutierrez
Director, State CETA Office

(Typed Name and Title of
Authorized Officer)

Wm E Duncan
Wm. E. DUNCAN *v.c.e.*
~~ARTHUR H. EDMONDS~~ Chairman

BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY *Barbara Bridges*
DEPUTY

AGREEMENT NO. 78-232

CETA Title VI Public Service Project Agreement
The Emergency Job Programs Extension Act of 1976 amended
Title VI of CETA by adding Sec. 607, 608, and 609
(Federal Register May 13, 1977 Part IV)

Micro Fiched

THIS AGREEMENT made and entered into this 15th
day of August, 1978, by and between the COUNTY OF YOLO, a
political subdivision of the State of California hereinafter, re-
ferred to as PROGRAM AGENT, and the CETA Office (for the State of
California) (Project #63) 711 N. Street, Sacramento, CA 95614
hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

1. SUBGRANT: This agreement sets forth the terms and
conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for
the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT con-
sists of the following:

- A. This agreement
- B. Signature sheet
- C. Schedule of position listing and budget attached
hereto as Exhibit "A" herein.
- D. Project PROPOSAL Abstract, attached hereto as
Exhibit "B" herein.
- E. General and Special Assurances attached hereto
as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory
and proper as determined by PROGRAM AGENT perform the services de-
scribed in the application and Project Abstract in accordance with
the time schedule, budget, number of participants to be hired etc.
as set forth in the Proposal Abstract, attached hereto as Exhibit

1 "B" and incorporated herein by reference.

2 3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM
3 AGENT monthly and weekly reports or other reports as required in a
4 manner as specified by PROGRAM AGENT.

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5 4. TERM OF AGREEMENT: This agreement shall be for a
6 term commencing August 15th, 1978 and terminating
7 on September 30, 1978. Said term of this agreement
8 shall not exceed 1 1/2 months.

9 5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE
10 for actual CETA approved Payroll Cost, as specified in budget, in-
11 curred in the performance of this Agreement in accordance with the
12 following rules:

13 A. Total reimbursement shall not exceed the amount
14 of the subgrant or modification thereof.

15 B. On or before 5th working days specified each
16 month by the PROGRAM AGENTS; -----

17 SUBGRANTEE shall submit a claim to the PROGRAM
18 AGENT.

19 C. The Auditor of the PROGRAM AGENT shall examine,
20 settle and allow the claim in the manner provide
21 by law.

22 D. Approved claims shall be paid from and only to
23 the extent of available funds granted to PROGRAM
24 AGENT by the Joint Powers Agency, composed of
25 the City of Sacramento, the County of Sacramento,
26 and the County of Yolo, known as Sacramento-Yolo
27 Employment and Training Agency, a Joint Powers
28 Authority.

29 E. PROGRAM AGENT reserves the right to withhold pay-
30 ment for cost incurred by SUBGRANTEE when PROGRAM
31 AGENT determines SUBGRANTEE is not fulfilling the
32 terms of this Agreement.

1 6. TERMINATION OF AGREEMENT:

- 2 A. For Cause. If through any cause SUBGRANTEE shall
3 fail to fulfill in timely and proper manner its
4 obligations under this Agreement, or if SUB-
5 GRANTEE shall violate any of the covenants or
6 stipulations of this Agreement, or if the grant
7 from the U. S. Department of Labor under which
8 this Agreement is made is terminated by the said
9 Joint Power Authority, PROGRAM AGENT shall there-
10 upon have the right to terminate this Agreement
11 by giving written notice to SUBGRANTEE of such
12 termination and specifying the effective date
13 thereof. If SUBGRANTEE is unable or unwilling to
14 comply with such additional conditions as may be
15 lawfully applied by the U. S. Department of Labor
16 to the grant under which this Agreement is made,
17 SUBGRANTEE or PROGRAM AGENT shall terminate this
18 Agreement by giving written notice to PROGRAM
19 AGENT or SUBGRANTEE, respectively signifying the
20 effective date thereof. Notwithstanding the
21 above, SUBGRANTEE shall not be relieved of liabi-
22 lity to PROGRAM AGENT for damages sustained by
23 PROGRAM AGENT by virtue of any breach of the
24 Agreement by SUBGRANTEE and PROGRAM AGENT may
25 withhold any reimbursement to SUBGRANTEE for the
26 purpose of setoff until such time as the exact
27 amount of damages due PROGRAM AGENT from SUB-
28 GRANTEE is agreed upon or otherwise determined.
- 29 B. For Convenience. PROGRAM AGENT may terminate
30 this Agreement at any time by giving written
31 notice to SUBGRANTEE of such termination and
32 specifying the effective date thereof, at least

1 30 days before the effective date of such termi-
2 nation. If the Agreement is terminated by PRO-
3 GRAM AGENT as provided herein, SUBGRANTEE will
4 be paid an amount which bears the same ratio to
5 the total compensation as the services actually
6 performed bears to the total services of SUB-
7 GRANTEE covered by this Agreement, less payments
8 of compensation previously made. Micro Fiched

9 7. LAWS: SUBGRANTEE shall comply with all the appli-
10 cable laws, ordinances, codes of the State of California and local
11 governments. Subgrantee shall comply with terms and conditions of
12 the Comprehensive Employment and Training Act of 1973 as amended,
13 including the Emergency Job Program Extension Act of 1973 and any
14 regulation promulgated thereunder.

15 8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and
16 hold harmless and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or damages,
18 including attorney fees, arising out of or resulting from the per-
19 formance of this Agreement, caused in whole or in part by any neg-
20 ligent act or commission of SUBGRANTEE or anyone directly or indi-
21 rectly employed by SUBGRANTEE, regardless of whether or not it is
22 caused in part by a party indemnified hereunder.

23 9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it
24 presently has no interest and shall not acquire any interest direct
25 or indirect, which would conflict in any manner or degree with the
26 performance of services required to be performed under this agree-
27 ment. SUBGRANTEE further covenants that in the performance of this
28 Agreement no person having any such interest shall be employed.

29 10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate,
30 layoff, or reduce the working hours of an employee in anticipation
31 of hiring an individual with funds available under Title VI. In
32 addition, no participant shall be used to fill positions or provide

1 services normally provided by temporary, part-time, or seasonal
2 workers or contracted out, or to fill full-time vacancies. SUB-
3 GRANTEE shall not hire any person into any job funded under Title
4 VI when any other person is on lay-off from the same or any sub-
5 stantially equivalent job.

6 11. GOVERNMENT: It is understood by the parties hereto
7 that the Federal Government will not be obligated or liable to SUB-
8 GRANTEE as a condition of this Agreement.

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9 12. LEGAL RELATIONSHIP:

10 A. It is herein understood and agreed that SUBGRANTEE
11 is an independent contractor and that no relation-
12 ship of employer-employee exists between the
13 parties hereto. That SUBGRANTEE shall not be
14 entitled to any benefits available to employees
15 of PROGRAM AGENT. That PROGRAM AGENT is not re-
16 quired to make any deductions from the compensa-
17 tion payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent con-
19 tractor, SUBGRANTEE thereby holds PROGRAM AGENT
20 harmless from any and all claims that may be made
21 against PROGRAM AGENT based upon any contention
22 by any third party that an employer-employee
23 relationship exists by reason of this Agreement.

24 B. It is further understood and agreed by the
25 parties hereto that SUBGRANTEE in the performance
26 of its obligations hereunder is subject to the
27 control or direction of PROGRAM AGENT as to the
28 result to be accomplished by the services herein
29 agreed to be rendered and performed as well as
30 to the means and methods for accomplishing the
31 result.

32 C. If, in the performance of this Agreement, any

1 third persons are employed as employees of SUB-
2 GRANTEE, such persons shall be employed by and
3 shall be entirely and exclusively under direction,
4 supervision and control of said SUBGRANTEE. All
5 terms of employment of said person, including
6 hours, wages, working conditions, discipline,
7 hiring and discharging or any other terms of em-
8 ployment or requirements of law, shall be made
9 by said SUBGRANTEE, and PROGRAM AGENT shall have
10 no right or authority over said persons or the
11 terms of such employment. Micro Fiched

12 D. SUBGRANTEE, as an independent employer, shall be
13 liable and hereby expressly assumes and accepts
14 exclusive liability as an employer under the
15 Federal Insurance Contributions Act, Federal
16 Social Security Acts, or any other Federal or
17 State laws or acts which in any way affect or
18 relate to the relationship of employer and em-
19 ployee, and shall be liable for any Social Secu-
20 rity, unemployment, or other taxes or penalties
21 arising or levied by reason of the employment of
22 such persons employed by it. PROGRAM AGENT shall
23 not be liable for any workmen's compensation or
24 other benefits accruing under any Federal or
25 State law or acts to any persons employed by the
26 said SUBGRANTEE under this Agreement, but such
27 liability, if any, shall be exclusively that of
28 SUBGRANTEE.

29 13. PERSONNEL:

30 A. SUBGRANTEE represents that it has, or will secure
31 at its own expense, all personnel required in
32 performing the services under this Agreement.

1 All Project Personnel hired by SUBGRANTEE shall
2 be eligible EDD certified PSE participants and
3 verification of such eligibility is the responsi-
4 bility of the SUBGRANTEE. However, such personnel
5 shall not be employees of or have any individual
6 contracted relationship with PROGRAM AGENT.

7 B. All of the services required hereunder will be
8 performed by SUBGRANTEE or under its supervision,
9 and all personnel engaged in the work shall meet
10 SUBGRANTEE's employment qualifications and shall
11 be authorized under state and local law to per-
12 form such services. Micro Fiched

13 C. RETENTION OF RECORDS: Certification of partici-
14 pants, CETA eligibility, books, financial records,
15 supporting documents, personnel and other docu-
16 ments pertinent to the Agreement must be main-
17 tained for a period of three years after termina-
18 tion of the Agreement.

19 D. None of the participants hired under this Agree-
20 ment shall be utilized for service not covered
21 by the PROJECT ABSTRACT.

22 E. None of the Projects activities covered by this
23 Agreement shall be sub-contracted.

24 14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

25 No person shall on the ground of race, creed, color, handicap,
26 National origin, sex, age, political affiliation, or beliefs be ex-
27 cluded from participation in, be denied the benefits of, or be sub-
28 jected to discrimination under any program or activities funded in
29 whole or in part with funds under the Act.

30 15. ASSIGNMENTS: This agreement is not assignable by
31 SUBGRANTEE either in whole or in part.

32 16. ALTERATIONS: No alteration or variation of the terms

1 of this Agreement shall be valid unless made in writing and signed
2 by the parties hereto.

3 17. WAIVER: The waiver by PROGRAM AGENT of any default,
4 breach or condition precedent shall not be construed as a waiver on
5 the part of the PROGRAM AGENT or any other default, breach or condi-
6 tion precedent, or any other right hereunder. Micro Fiched

7 18. SUCCESSORS: This Agreement shall bind and insure to
8 the successors in interest of PROGRAM AGENT and SUBGRANTEE in the
9 same manner as if such party has been expressly named herein.

10 19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's
11 contractors shall hire or cause or allow to be hired, a person into
12 an administrative capacity, staff position or public service employ-
13 ment position funded under CETA, if a member of his or her immediate
14 family is employed in an administrative capacity for the Sacramento-
15 Yolo Employment Training Agency or PROGRAM AGENT. However, where
16 a state or local statute regarding nepotism exists which is more
17 restrictive than the above policy, the eligible applicant should
18 follow the state or local statute in lieu of the policy.

19 A. The term "member of the immediate family" in-
20 cludes: wife, husband, son, daughter, mother,
21 father, brother, brother-in-law, sister, sister-
22 in-law, son-in-law, daughter-in-law, father-in-
23 law, mother-in-law, aunt, uncle, niece, nephew,
24 step-parent, and step-child.

25 B. The term "administrative capacity" includes those
26 who have overall administrative responsibility
27 for a hiring or supervisory program as set forth
28 in 29 CFR§ 99.99.

29 C. The term "staff position" includes all CETA
30 staff positions funded under the Act, such as
31 instructors, counsellors and other staff involved
32 in administrative, training or service activities.

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Subgrant No. _____
Date _____ 19__

Program Agent

Mike E. Duran

Signature of Authorized Officer

Vice

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Title of Authorized Officer

State of California

Employment Dev. Department

State CWA Office

Legal Name of Subgrantee

John P. Fitch

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Signature of Authorized Officer

Anthony J. Gutierrez

Director

State CWA Office

Title of Authorized Officer

CALIFORNIA EMPLOYMENT and TRAINING ADVISORY OFFICE

(State CETA Office)

800 CAPITOL MALL
SACRAMENTO, CALIFORNIA 95814

RECEIVED AUG 9 7 1978

(916) 445-4546



August 3, 1978

77:56:vs

Mr. Ralph B. Harris, Manpower Coordinator
County of Yolo
Manpower Administration
Yolo County Court House, Room 102
Woodland, California 95695

Micro Fiched

Dear Mr. Harris:

Due to the July 1, 1978 reorganization of the State Department of Health into five separate departments, project proposals are being submitted for each of the newly created departments which have PSE activity in Yolo County.

The following departments will be replacing Health as project operators:

- (1) Department of Mental Health
- (2) Department of Social Services
- (3) Department of Health Services
- (4) Department of Health Planning
- (5) Department of Developmental Services

Please contact me at (916) 322-7746 should you have any questions.

Sincerely,

RICHARD PULLIAM
Staff Services Analyst
Public Employment Section
711 N Street
Sacramento, CA 95814

STATE CETA OFFICEPublic Information System & Social Studies, Personnel Services
Delivery System, Personnel Services.

<u>Position/Title</u>	<u>Wages and Benefits</u>
Staff Service Analyst	\$ 1,673.00
Staff Service Analyst	1,673.00
Staff Service Analyst	<u>1,673.00</u>

Three Positions.	Total Cost \$ 5,019.00
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Micro Fiched

Contract period 1 1/4 months effective 8-15-78 through 9-30-78.

STATE CETA OFFICE

SCHEDULE OF POSITION LISTING AND BUDGET

PROJECT #62-A

Dept. of Health Services - "Personnel Services"

Staff Service Analyst, PSE \$1,673.00

PROJECT #62-B

Dept. of Developmental Services - "Personnel Services Delivery System"

Staff Service Analyst, PSE \$1,673.00

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PROJECT #62-COffice of Statewide Health Planning & Developing - "Public Information System &
Special Studies"

Staff Service Analyst, PSE \$1,673.00

Total Positions: 3 Total Cost: \$5,019.00

Contract period 1½ months effective 8-15-78 through 9-30-78.

PROPOSAL FORMAT

FOR

Micro Fiched

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name Personnel Services

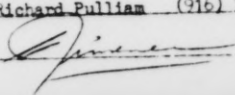
Organizational Name State CETA Office/Calif.State Dept.Of Health Services

Organizational Address 711 "N" St, Public Employment Section,Sacto.,Calif.95814

Telephone Number (916) 322-7751

Director's Name Anthony J. Gutierrez

Person(s) to Contact Richard Pulliam (916) 322-7746

Authorized Signature 

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: California Department of Health Services

2. Project Description (Positions must be in the Public Service Employment Mode)

Editing, Printing, and Distributing

a. What is the task to be performed? of a standard manual for approximately
260 Licensing & Certification Units. This specific project is necessary to
meet the change to this department of establishing standards.

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b. What are the expected results of this project? One established resource
document that contains all information regulation standards governed by
the department.

c. What is the Public Service provided by this project? To move efficiently
provide to the public with current quality of care standards.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

In order to accomplish these goals, participant's activities will involve research into latest scientific professional and humanistic knowledge as they relate to quality of care standards. Participant must analyze information to determine it's appropriateness for the manual. Information must be edited so that it is both informative and concise (i.e., purging and/or updating old information and integrating new knowledge.) Participant will be responsible for overall review and distribution of the manual.

4. Budget

Total Personnel Costs (A & B) \$ 13,419
 Attach itemized fringe benefits:

A. Salaries and Wages \$ 9,996

B. Fringe Benefits \$ 3,423

Total funds requested (Equals total personnel costs) \$ 13,419

Total positions requested 1

Average cost per position requested (total budget divided by
 number of positions) \$ 13,419

Complete the following information for each position requested.
 Attach job description sheet for each job title listed.*

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<u>Job title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
<u>Staff Services Analyst</u>	<u>833</u>	<u>282</u>	<u>9</u>	<u>10,035</u>
	<u>833</u>	<u>295</u>	<u>3</u>	<u>3,384</u>

Duration of Projection

Estimated from 8-15-78 to 8-14-79

*Attach additional sheet if necessary.

PUBLIC SERVICE EMPLOYMENT BUDGET SUMMARY

Date: 8-1-78

Sponsor: Yolo County

Subgrantee:

State of California/Employment Development Dept.
 State CETA Office/Public Employment Section
 711 N Street
 Sacramento, CA. 95814

Title: Project VI

From: 8-15-78 to 8-14-79

Position Classification	# of Pos.	Monthly CETA Contribution	Actual Monthly Wage Rate	Number of Months	Total Wages (B x C x E)
(A)	(B)	(C)	(D)	(E)	(F)
Difference between CETA Contribution and actual wage rate paid by the state agency.					
Staff Service Analyst, PSE	1	833	987	12	9,996
Micro Fiched					
TOTAL	1				9,996

1. Estimated 7.5% Cost of Living Increase from July 1, 1979.

N/A

H. Total Adjusted Wages (F + G)

\$ 9,996

Fringe Benefit Rates (H x %)

Social Security @ 6.05%

= 605

Worker's Compensation @ 5.81%

= 581

Health Benefits @ 6% (Optional Benefit)

= 600

Retirement @ 15.98% X \$7,497

= 1,198

@ 17.54% X 2,499

= 439

I. Total Fringe Benefits \$ 3,423

GRAND TOTAL BUDGET (H + I)

\$ 13,419

Salary increase after completion of six (6) months satisfactory performance.

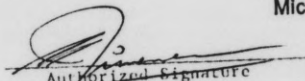
5. Geographic area to be served by the Project: State Of California

Health Care Facilities

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐

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Authorized Signature
Larry Jimenez, Chief
Public Employment Section

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The State of California has actively participated (since 1973) in the following program to meet the needs of disadvantaged groups.

Comprehensive Employment and Training Act (CETA) hire the long-term unemployed into meaningful training and employment positions.

Work Incentive and Career Opportunity Development (WIN-COD) Purpose: to move welfare recipients into productive employment through on-the-job training.

Career Opportunity Development (COD) Purpose: to provide new career opportunities for disadvantaged and minority persons who are unable to enter public employment because of insufficient work experience or lack of education.

Career Opportunity Development/Rehabilitation (COD-DR) Purpose: to provide productive employment for severely disabled and developmentally disabled persons through on-the-job training.

The Health Services Department (Manpower) assist departments in meeting their staffing needs by serving as a resource for providing training and employment placements that will result in a trained employee to fill an entry-level position at little or not expense to the Department.

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8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

See Attached

Micro Fiched

7/28/78

Diana Robinson
Staff Services Analyst, Range B
Licensing & Certification Division
Operations Support Section

EDUCATION

Sacramento City/American River College - 56 units

Business

WORK EXPERIENCE

- I. Date: February 1977 to Present
Location: State Department of Health Services, Sacramento
Level: Staff Services Analyst

Micro Fiched

Supervision of three clerical persons with responsibility for:

- A. Maintenance of automated Time Reporting System for over 250 Licensing Division staff.
- B. Coordinating development and maintenance of all forms and manuals used in the Division.
- C. Coordinating the purchase of supplies and equipment used in the Division.
- D. Coordination and implementation of the Health Facilities Policy and Procedure Manual.
- E. Assists in coordinating proposed legislation, reviewing bill analyses, and interpreting the impact of chaptered bills.
- F. Monitors "A" and "B" citations and legal actions initiated by the Division.
- G. Answering correspondence, preparing reports, and conducting projects upon request of the Section Chief.

- II. Date: October 1974 through February 1977
Location: Department of Health, Sacramento
Level: Senior Clerk Typist

Supervision of three secretaries; development of charts and forms; conducting research and coordinating data.

- III. Date: May 1973 through October 1974
Location: Department of Health, Sacramento
Level: Clerk Typist II

Supervision of seven clerical; support work for Operations Chief; organization and implementation of new clerical procedures.

7/28/78

- IV. Date: October 1971 through May 1973
Location: Department of Health Care Services, Sacramento
Level: Clerk Typist II

Typist; receptionist; computation of statistical information; processing of attendance and personnel forms.

- V. Date: October 1967 through October 1971
Location: Department of Motor Vehicles, Sacramento
Level: Teletype operator

Micro Fiched

Typing drivers license information to various law enforcement agencies.

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member

Occupation and Employer

N/A

Micro Fiched

10. A. Describe the project in detail
 - b. Describe the time frame for completing each phase of the project.
 - c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor (s) should already be a part of your organization. List the current job title (s) of those who will be assigned as supervisor (s).
-
10. a. The purpose of the manual will be an aid to standardized working procedures and to codify the various policies, functions, and activities of the Division into a single resource document. Keeping the Manual up-to-date is critical to its effectiveness.

The Manual has been under development for over a year and has not been completed because of lack of staff. A task force was formed to develop the contents of the manual. The task force, which consisted of eight professionals and one clerical, met several times over a period of six months. The Licensing and Certification Division would now like to begin the process of editing, printing and distributing the Manual for use by all Licensing and Certification employees.

This project, once established require ongoing review and updating as information becomes out dated and new knowledge introduced.

Progress will following these stages:

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Phase 1: Evaluate already established information; Research and analysis new scientific information---- 4 months

Phase 2: Reveiw and edit ---- 4 months

Phase 3: Finalize submit for approval, pring and distribute--4 months

Coordinator for the propose Public Services Employment positions is the duty of Bertha King, Staff Services Analyst, CETA Coordinator.

Direct Supervisor of participant is the duty of Diane Robinson, Staff Services Analyst, Licensing and Certification.

11. a. State in detail what community need this project fulfills?
- b. Describe how this need was determined (i.e., site studies, research, public hearings, etc.)
- c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

11. a), b) & c)

Ongoing studies done by the Department of Licensing and Certification, as well as the mounting request from public services agencies, support the need to develop and maintain updated information regarding Departmental standards.

The goal of the Licensing and Certification Division is to ensure quality health care services to each patient throughout the state through enforcement of regulations regardless of a patient's economic status, background, race, age, or sex. To accomplish this goal, the Division develops and establishes standards for services to be provided by facilities. The Division utilizes professionals in all health disciplines. Standards developed by the Department are in a continual state of refinement based upon the latest scientific, professional, and humanistic knowledge and experience. The Department continually informs the public and providers of current quality of care standards. Therefore, the Health Facilities Policy and Procedure Manual is a high priority for this Division.

Micro Fiched

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

<u>2</u> Professional	<u> </u> Skilled
<u> </u> Semi-Professional	<u> </u> Unskilled
<u> </u> Clerical	<u> </u> Semi-Skilled
TOTAL <u>2</u>	

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The State building at 744 P Street in Sacramento is the headquarters of the Department of Health Services, is centrally located, and contains all facilities needed to efficiently execute the Department's policies and programs.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

14. The Department of Health Services has a Manpower Program Staff to insure the following:

1. Provide the CETA enrollee with work experience and training.
2. Train CETA enrollees in preparing for State civil service exams.
3. Monitor the State civil service exams and encourage CETA enrollees to apply for exams they may qualify for.
4. Make a concentrated effort to transition CETA enrollees into permanent positions, provided they perform satisfactorily and are reachable on an employment list.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	See Attachments		
II			
III			
VI			
TOTAL			

Micro Fiched

Comments:

- b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
See Attachments			
TOTAL			

Comments:

Micro Fiched

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

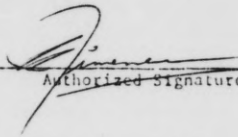
Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)



Authorized Signature

August 1, 1978

Date

Licensing and Certification Division
CETA Position

POSITION AND NUMBER DESIRED: One Staff Services Analyst

REQUESTED BY: Tom Richards, Chief, Operations Support Section
744 "P" Street, Room 684 Sacramento Telephone: 445-0190

PRIME SPONSOR AREA: Yolo County

JOB SITE: Sacramento

INCUMBENT: Jim Morgan Micro Fiched

PROJECT TITLE: Health Facilities Policy and Procedure Manual Coordinator

DURATION OF PROJECT: Approximately 12 months

JOB DESCRIPTION:

Assisted by a Section Clerk, the incumbent will be responsible for editing, review, distribution, additions and revisions to the Manual. There will be extensive telephone contact with nine districts and three sub-offices regarding changes and updates to the Manual.

The incumbent will be also be assigned special analytical projects as the need arises.

STAFF SERVICES ANALYST, PSE

JOB DESCRIPTION:

Under general supervision and review, assists in gathering and analyzing data for a specific health program. Participates in preparation of recommendations and reports based on studies and surveys. Assists in meetings with other departments and local health agencies. Studies the principles and techniques used, and applies them in assigned phases of the work. Assists in coordinating departmental activities in technical and scientific developments, and trends related to health programs and services. Consults with professional and technical personnel and others, to give and secure necessary information.

DESIRABLE QUALIFICATIONS:

Micro Fiched

1. Completion of six semester units of college level training in a curriculum leading to a degree in Public Administration, Health Administration, Health Science, Social Sciences or a related field, and
2. Ability to gather and analyze data.
3. Effective speaking and writing abilities.
4. Capable of establishing and maintaining effective working relationships with others, and
5. Willing to do routine or detailed technical work.

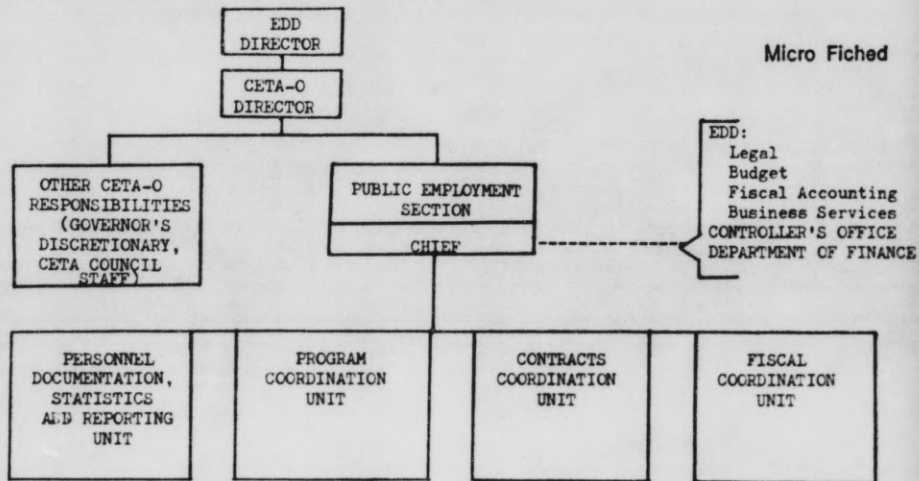
Medical Requirement: Medical Examination

PROGRAM ADMINISTRATION NARRATIVE
CETA TITLE II/VI PROGRAM
STATE OF CALIFORNIA - CETA OFFICE
PUBLIC EMPLOYMENT SECTION

ORGANIZATION AND MANAGEMENT

Subgrant agreements for CETA Title II/VI Public Service Employment and Title VI Special Projects for the State of California are administered by the State CETA Office of the Employment Development Department. CETA-O has been given executive authority to enter into agreements with CETA Prime Sponsors/Program Agents for Title II/VI funding for placement of participants in jobs with State departments in local Prime Sponsor areas.

Within the CETA Office, the Public Employment Section coordinates State department participation in the CETA II/VI programs statewide. The functions performed by this section include program and contracts coordination, personnel documentation, and statistical reporting. Additional support is provided by the the Legal, Budget, Fiscal Accounting, and Business Services Sections of EDD and by analysts in the State Controller's Office and the Department of Finance.



The Public Employment Section acts as a "broker" between State departments seeking PSE slots and the Prime Sponsor as funding source for those slots. A designated CETA coordinator in each department assesses the CETA-PSE needs for the department Statewide and presents the needs in the form of project or position requests for each Prime Sponsor area to the Public Employment Section. PES submits these project proposals or position requests, as funding becomes available, to the appropriate Prime Sponsor. If funding approval is obtained, the contract process begins.

SUBGRANT AGREEMENTS

Subgrant agreements are negotiated by the Public Employment Section and processed through EDD's Contract Coordination Group, subject to review by EDD's Legal and Fiscal Section.

Following completion of negotiation for positions and final execution of the subgrant agreement with the Prime Sponsor, the Public Employment Section enters into a non-financial agreement with each State department which has been allocated positions in the Prime Sponsor area. The agreement establishes the number and classifications of positions into which the department can hire.

Micro Fiched

ACCOUNTING, PAYROLLING AND INVOICING

The EDD Fiscal Division Fund Accounting Group is responsible for accounting for CETA monies received and paid out to participants.

Based on either a fully executed agreement or a Letter of Intent signed by an authorized representative of the Prime Sponsor/Program Agent, a Special Deposit Account is established by the State Controller's Office. Salary warrants for all PSE participants in that area are drawn on that account.

An initial cash advance is requested from the Prime Sponsor/Program Agent to establish the first month's payroll with invoicing thereafter on the basis of reimbursement for actual expenditures. The State CETA Office has utilized a limited amount of other federal CETA funds to establish an emergency fund from which payroll obligations can be met in the event that, in the opinion of the State CETA Office, an account shortage exists for a justifiable reason. Invoices are prepared and submitted within the first ten working days of the month following the pay period. Included with the invoice is a computer print-out which breaks down cost items by department, by Attendance Reporting Unit (ARU) and by participant, and specifies the CETA Prime Sponsor share and the State department share of each item.

PROGRAM/PROJECT OPERATION

Intake, Selection and Referral: Selection of eligible participants will be through job orders placed with EDD unless other local procedures have been established by individual Prime Sponsor/Program Agents. Participant eligibility will be determined by the local Employment Development Department field office and/or by intake units established locally by Prime Sponsors. The 48 hour veterans referral hold applies to all vacant positions. Significant segments will be selected and served in accordance with procedures and criteria established by the Department of Labor and mandated to the Employment Development Department and participating State departments and in accordance with local target groups as selected by Prime Sponsors.

Appointments: All appointments of PSE participants are made through the Public Employment Section's documentation unit. PSE participants are exempt appointees of the Governor's Office and are not subject to civil service examination procedures.

Classifications and Pay Rate: Jobs with State departments are in exempt classifications established by the Department of Finance for use in the PSE program. The classifications, duties and rates of compensation parallel those of similar civil service classifications used by the State. All positions are at entry level.

Fringe Benefits: Fringe benefits are granted under the same regulations and policies as those governing fringe benefits for regular employees. The following benefits and conditions apply:

Granted to all participants:

Worker's Compensation

Granted if appointment is expected to six months:

Social Security

Retirement (Optional for exempt employees)

Granted if appointment is expected to exceed nine months:

Health Benefits

Micro Fiched

All CETA/PSE participants are given an indefinite appointment, SUBJECT TO AVAILABILITY OF FUNDS. This gives participants eligibility for the State's Health Benefits Plan. The optional Retirement Benefit is strongly discouraged due to the temporary nature of the PSE appointment.

Participant Orientation: Participants are provided with information about the terms of their PSE appointment along with a Statement of Rights and Privileges of PSE employees. Further orientation as to the department's function and structure is provided during the initial weeks of employment.

Transition: Participating State departments are encouraged to identify transitional possibilities within their agencies and to work with participants to enable them to be competitive on State civil service examinations.

GRIEVANCE PROCEDURE

Participants have access to and may avail themselves of grievance procedures currently in effect in the State departments in which they are employed. Should these procedures be exhausted without reaching resolution, the grievance will be referred to the CETA Office PSE administration for further disposition. The participant who is not satisfied with the decision will be informed of his/her right of appeal to the Prime Sponsor and will then use whatever informal hearing procedure has been established by the Prime Sponsor.

REPORTING AND MONITORING

Internal monitoring by the Public Employment Section of State department adherence to CETA Title II/VI intentions and regulations may be on an ongoing administrative basis and on a periodic "audit" basis. The CETA Office PSE Program Coordination Unit will be responsible for establishing the frequency and scope of internal monitoring. Prime Sponsors/Program Agents will be given full cooperation on both fiscal and personnel monitoring activities.

The Reporting Unit of the Public Employment Section maintains records on each participant in the program and reports client information as required by local policies and procedures. Client Information forms are completed on all participants. In areas where the Prime Sponsor/Program Agent requires a specific information or Intake form to be used, that form is also completed by the hiring department.

Client Information forms and/or summaries may either be compiled and submitted from the Sacramento based Public Employment Section MIS Unit or may be submitted locally from the hiring department to the Prime Sponsor or Program Agent. Accommodations to the Prime Sponsor/Program Agent's reporting needs will be made to the greatest extent possible. The Public Employment Section's Program Coordination Unit will work with the local program to establish satisfactory reporting and monitoring systems. **Micro Fiched**

In several key areas, a participant has been hired locally as an outstationed employee of the Public Employment Section to act as a liaison between the State departments in the local area, the Prime Sponsor, and CETA Office. The primary role of the liaison is as a local source of participant transaction information. The liaison may also facilitate participation by PSE employees in workshops on job search and the civil service system.

PUBLIC SERVICE EMPLOYMENT AND EQUAL EMPLOYMENT OPPORTUNITY

Public Service Employment: CETA Title II/VI participants will be placed into meaningful jobs which perform a public service and which would not otherwise be accomplished. All State departments hiring Title II/VI participants will adhere to all CETA regulations, guidelines and assurances.

Equal Employment Opportunity: Departmental affirmative action and equal opportunity practices must conform to the guidelines of the State of California's master plan, a copy of which is available on request. Affirmative action policies and goals will apply in all hiring.

PUBLIC SERVICE EMPLOYMENT PROGRAM
RIGHTS AND PRIVILEGES OF NONCIVIL SERVICE EMPLOYEES

The position in which you have been hired is not part of the State Civil Service System. Please read the following information carefully and ask your supervisor or Personnel Office if you have further questions.

1. Job Status

As a noncivil service (exempt) employee you have been hired into a temporary position and your job could be terminated at any time depending on the availability of funds and other conditions of employment.

Micro Fiched

2. Examinations

Exempt employees are hired without civil service examinations and in order to gain permanent employment with the State, you should apply for each open civil service examination for which you are qualified. Promotional examinations are not open to exempt employees.

3. Vacation Benefits

After six qualifying months of employment, you will have earned 5 days' vacation time with pay. However, paid vacation cannot be taken until the first working day after this six months has been served, as your vacation benefits are equivalent to regular State civil service employees.

4. Sick Leave

After one qualifying month of employment you will be credited with one day of sick leave and one day for each qualifying month worked thereafter.

5. Personal Holiday

You are eligible for a personal holiday each calendar year.

6. Health Benefits

You are eligible to enroll in a health benefits plan with a State contribution toward the cost of the monthly insurance premium. Your personnel office will provide you with the Health Benefits Plan Enrollment Form as well as information on different insurance plans and your costs to enroll in a plan of your choice. You must choose to enroll or not to enroll within 60 days of appointment.

7. Unemployment Benefits

CETA-PSE exempt employees who have been employed during an appropriate base period are entitled to file unemployment insurance claims and may be eligible for benefits.

In the event of termination, contact your local Employment Development Department office for specific unemployment insurance information.

8. Retirement System

Retirement membership is optional. However, if you choose not to join, you can still have the time worked as an exempt employee credited to you if you become a regular civil service employee. You would then have the option to pay in your retirement contribution for the time you were employed as exempt. Social Security will be deducted.

STATE OF CALIFORNIA
CETA OFFICE
Public Employment Section

GRIEVANCE PROCEDURE FOR CETA/PSE PARTICIPANTS

The State CETA Office has no adjudication role in the grievance procedure outlined here. The CETA Office Public Employment Section acts only as a facilitator in aiding departments and individual complainants to follow the appropriate grievance and appeal procedures.

1. Filing a Grievance Within the State Department

CETA Public Service Employment program participants are entitled to use the employee grievance procedure of the department in which they are employed. Such procedure should be used under the conditions and to the extent available to regular or civil service employees of the department, except that it does not include the right of appeal to the State Personnel Board.

Participants are informed of their grievance rights at the time of their appointment through the statement of "Rights and Privileges of Non-Civil Service Employees".

Micro Fiched

2. Right to Informal Hearing

Under Section 98.26 of the CETA regulations, the participant has the right to an informal hearing and a prompt determination of any issue which has not been resolved. In each Prime Sponsor area, informal hearing procedures have been established by the Prime Sponsor for the purpose of fulfilling this requirement of the Act.

3. Right of Appeal to Prime Sponsor

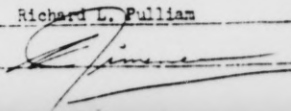
If the Departmental grievance procedures above are exhausted without a satisfactory resolution, the PSE participant has the right of appeal to the Prime Sponsor under whose funding the participant is employed. All such appeals will be submitted through the Public Employment Section of the State CETA Office. If an appeal is taken to this level, the grievance procedure in effect will be that established by the Prime Sponsor. The Public Employment Section will be responsible for providing the participant with the appropriate information for making contact with the Prime Sponsor.

PROPOSAL FORMAT
FOR
TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

Micro Fiched

C

Project Name Personnel Services Delivery System
Organizational Name State CETA Office/Calif. Department of Mental Health
Organizational Address 711 N Street, Public Employment Section, Sacto, Calif. 95814
Telephone Number (916) 322-7746
Director's Name Anthony J. Gutierrez
Person(s) to Contact Richard L. Pulliam
Authorized Signature 

1. Type of Organization

State: California Department of Mental Health

2. Project Description (Positions must be in the Public Service Employment mode)

a. What is the task to be performed?

Coordination between State Personnel Board, Department of Rehabilitation, State CETA office, state hospitals and field offices in the placement of approximately 179 economically disadvantaged persons.

Micro Fiched

b. What are the expected results of this project?

Successful placement of up to 179 economically disadvantaged persons funded from various sources and a closer approach to parity in the employment of minorities.

c. What is the public service provided by this project?

The above stated object provides a public service by providing employment opportunities to the economically disadvantaged, underemployed and unemployed at various areas of the state thus reducing welfare rolls. The person so employed will indirectly support the delivery of health care services to the general public throughout the state.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it.

This project will provide a person who will be instrumental in the placement, maintenance, and monitoring of approximately 20 COD persons at the State Hospitals under the Department of Mental Health and in writing 10 CETA proposals involving 179 positions for Atascadero State Hospital, Metropolitan State Hospital, Bakersfield, Eureka, Napa, Santa Monica, Santa Rosa, Southgate, Stockton, and West San Fernando Valley. The proposal writing and placement coordination will be completed during the one year allotted to the project.

a. Could the project be accomplished with other funds if CETA funds were not available?

No. Due to the temporary hiring freeze, no other funds are available to provide a staff person at headquarters to accomplish the stated tasks. State Hospitals are exempt from the hiring freeze and therefore will be able to hire the disadvantaged persons from across the state.

Date: 8-1-78

Employer: Yolo County

Supervisor:

State of California/Employment Development Dept
State COSTA Office/Public Employment Section
711 N Street
Sacramento, CA. 95811

Title: Project VI

Term: 8-15-78 to 8-14-79

Position Classification	# of Pos.	Monthly COSTA Contribution	Actual Monthly Wage Rate	Number of Months	Total Wages (B x C x D)
(A)	(B)	(C)	(D)	(E)	(F)
Difference between COSTA Contribution and actual wage rate paid by the state agency.					
Staff Service Analyst, PSE	1	833	987	12	9,996
Micro Fiched					
TOTAL	1				9,996

3. Estimated 7.5% Cost of Living Increase from July 1, 1979.

N/A

H. Total Adjusted Wages (F + G)

\$ 9,996

Fringe Benefit Rates (H x I)

Social Security @ 6.05%

- 605

Worker's Compensation @ 5.81%

- 581

Health Benefits @ 6% (Optional Benefit)

- 600

Retirement @ 15.98% X \$7,497

1,198

@ 17.54% X 2,499

- 439

I. Total Fringe Benefits

3 3,423

GRAND TOTAL BUDGET (H + I)

\$ 13,419

*Salary increase after completion of six (6) months satisfactory performance.

4. Budget

Total Personnel Costs (A & B) \$ 13,419
 Attach itemized fringe benefits

A. Salaries and Wages \$ 9,996

B. Fringe Benefits \$ 3,423

Total funds requested (Equals total personnel costs) \$ 13,419

Total positions requested 1

Average cost per position requested (total budget divided by number of positions) \$ 13,419

Complete the following information for each position requested.
 Attach job description sheet for each job title listed."

Micro Fiched

<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
Staff Services Analyst	833	282	9	10,035
	833	295	3	3,384

Duration of Projection

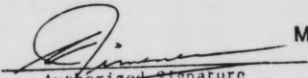
Estimated from 8-15-78 to 8-14-79

*Attach additional sheet if necessary.

5. Geographic area to be served by the Project: Yolo County

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐


Authorized Signature

Larry Jimenez, Chief
Public Employment Section
CETA Office

Micro Fiched

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The State of California has been involved for many years in Federally funded Employment and training programs for the disadvantaged and long term unemployed and has maintained an excellent transition into regular civil service for all such programs.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

The Supervising personnel for the CETA enrollees have been in State service for many years. These Supervisors have been involved in supervising numerous persons from previous CETA, Concilio New Careers, C.O.D., WIN, Rehab., etc. funded programs. Supervisors would include senior clerks, office managers, auditors, to project chiefs.

Micro Fiched

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

<u>Board Member</u>	<u>Occupation and Employer</u>
---------------------	--------------------------------

N/A

Micro Fiched

10.
 - a. Describe the project in detail.
 - b. Describe the time frame for completing each phase of the project.
 - c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).
- a. Project narration has been included (see page 2)
- b. Any vacancies in the COD positions will be filled during their first 90 days of the project. The ten CETA proposals will be written throughout the year and completed by the termination of the project.
- c. Martin Veal, Staff Services Manager III, is in charge of the project and will provide supervision for the CETA employee.

Micro Fiched

11. a. State in detail what community need this project fulfills.
- b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
- c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

- a. The staffing which this project provides will make possible opportunities for economically disadvantaged persons to apply for some of the specially funded programs, e.g. COD, COD-WIN, COD-DR, within the Department of Mental Health.
- b. Based on a January 1978 report from the Employment Development Department, seven percent of the population of the State of California has inadequate skills for employment and is unemployed or underemployed.
- c. The Employment Development Department has stated that the welfare recipient, the unemployed, the underemployed, and the disabled are of primary concern in terms of providing employment opportunities.

Micro Fiched

12. List the number of Non-CITA full-time paid staff employed by your organization categorized as follows:

_____ Professional

_____ Skilled

_____ Semi-Professional

_____ Unskilled

_____ Clerical

_____ Semi-Skilled

TOTAL _____

Not applicable to State of California Departments

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The State building at 744 P Street in Sacramento is the headquarters of the Department of Mental Health, is centrally located, and contains all facilities needed to efficiently execute the Department's policies and programs.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The Department of Mental Health has a Manpower Program Staff to insure the following:

1. Provide the CETA enrollee with work experience and training.
2. Train CETA enrollees in preparing for State civil service exams.
3. Monitor the State civil service exams and encourage CETA enrollees to apply for exams they may qualify for.
4. Make a concentrated effort to transition CETA enrollees into permanent positions, provided they perform satisfactorily and are reachable on an employment list.

MICRO Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	See Attachments		
II			
III			micro film
VI			
TOTAL			

Comments:

The State of California has separate agreements with Prime Sponsors and Program Agents Statewide including Balance of State and Governor's Discretionary Funds.

- b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
See Attachments			
TOTAL			

Comments:

The State of California has multiple source funding.

Micro Fiched

PROJECT TITLE:

Personnel Services Delivery

PROJECT NARRATIVE: The department will develop specific plans of action to assure equal employment opportunity without discrimination because of sex, race, color, age, religion, national origin, disability or ancestry. This one-year project will implement a state-wide hiring system for the disadvantaged, underemployed and unemployed under various training funds for the purpose of providing better community care for the patients in the state hospital system.

PRIME SPONSOR AREA:

Yolo County

JOB SITE:

Sacramento

SALARY:

STAFF SERVICE ANALYST, PSE

Micro Fiched

JOB DESCRIPTION: This person will continue to assist in the office of Affirmative Action, Hospital Operations, and Program Development. The primary responsibilities include to research, compile, and analyze information and report on staffing surveys; and to prepare oral and written reports.

The specific duties include review and analysis of new contract proposals, fiscal management of on-going contracts, program monitoring and evaluation, on-site visits to local communities to provide technical assistance and coordination of employment service efforts.

The analyst will also be involved in assisting development of Manpower Reports for the state hospitals; working on the Staffing Standard Printouts, Special Manpower training funds, and attending Hospital Executive Directors and Administrator's meetings.

Requested by Martin Veal, Chief
Personnel Management Section
Department of Mental Health

Incumbent: Parks, Donald

ATTACHMENTS

A. Recruitment

1. The Contractor shall recruit in Yolo County. The Contractor shall do recruitment by the following method: All participants will be screened by the Yolo County MOVE Project for eligibility, and the Department of Mental Health will further check for CETA eligibility.

B. Intake, Certification and Assessment

1. The Contractor shall intake, certify, and assess the applicants for CETA training by the following methods: The Yolo County MOVE Project has an excellent history of doing intake, certifying, and assessing applicants for CETA programs. The Department of Mental Health will further set up supervisory oral panels to screen the applicants for their feasibility of success in the program.

C. Counseling

The Department of Mental Health shall provide counseling to all participants relating to job capabilities and proficiencies, and various situations concerning the participants' successful completion of the training program. The Department will provide one experienced (1) supervisor to each five (5) trainees, thus enabling the supervisor to work on individual counseling problems as they arise.

Micro Fiche

D. Supportive Services

All participants shall as necessary, be referred to State of California Agencies and Community Agencies which can provide additional needed supportive services.

E. Follow-up

The Department of Mental Health agrees to monthly informal on-the-job training evaluation by Yolo CETA personnel.

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

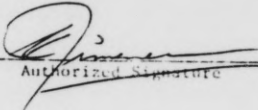
Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/President of their governing body sign as the authorized signature.)



Authorized Signature

July 31, 1978

Date

CAPABILITY STATEMENT

During the past 18 months the Department of Health has initiated, on a pilot project basis, a series of unrelated inter-agency contracts to fund on-the-job training assignments.

COMPLETED CONTRACTS IN 1977/78

- 1) WIN-COD Contract (9A00-262), funded training for 160 psychiatric Technicians, 11 Hospital Service Assistants, and 4 Clerks. Contract concludes 3/13/78. Transitioned: 112 participants. RECRUITMENT EMPHASIS: Bilingual AFDC Parents.
- 2) COD Contract (CO-181), funded training for 60 Psychiatric Technician Students and 14 Mechanical and Technical Occupational Trainees. Contract concluded 10/31/77. Transitioned: 58 participants. RECRUITMENT EMPHASIS: Disadvantaged. Micro Fiched
- 3) Concillio-DOH Contract, funded training for 5 Administrative Interns. Transitioned: 4 participants. RECRUITMENT EMPHASIS: Ex-Offenders.
- 4) CO-01, Department of Rehabilitation Contract with SPB to fund training for 61 Hospital Services Assistant positions. Funding terminated December 1977. Transitioned: 45, 2 still in continued training under other funding. RECRUITMENT EMPHASIS: Mentally Retarded.

CONTRACTS IN EFFECT 1977/78

- 1) COD Contract (CO-JOB1-22), funds training for 20 entry level administrative, technical and professional positions. Transitioned: 12 participants, 3 still in training. RECRUITMENT EMPHASIS: Ex-Offenders.
- 2) COD Contract (CO-JOB1-32), funds training for 19 positions, Staff Services Analysts, Social Work Associates, Counselor Associates, 18 trainees currently appointed. RECRUITMENT EMPHASIS: Native Americans
- 3) COD Contract (CO-JOB1-12), funds 40 positions, 5 special Qualifications Clerks, 35 Mechanical & Technical Occupational Trainees. All participants still in trainee positions. RECRUITMENT EMPHASIS: Mentally Retarded.
- 4) COD Contract (CO-JOB1-16), funds 31 training positions, 10 Special Qualifications Clerks, 35 Mechanical & Technical Occupational Trainees. All participants still in trainee positions. RECRUITMENT EMPHASIS: Mentally Retarded.

- (5) Prime sponsors throughout the state funded the State Department of Health, using CETA Title VI funds for over 140 slots. More than 65% of the participants have transitioned to permanent employment in the state hospitals and field offices.
- (6) CETA Title VI Special Projects SYETA/DOH funded 30 positions, 24 were HSE II slots. The Department has already transitioned 17 or 70% to permanent jobs. Of the other 6 HSE II slots, we have transitioned four or 66.67%.
- (7) Department of Health/Department of Rehabilitation Contract, funds training for 200 GTEs of varying length between April 1977 to June 30, 1978. RECRUITMENT EMPHASIS: Severely Disabled. 90% of these have been transitioned.
- (8) CC-JOBS-12, funds 20 training positions for Medical Assistants and Medical Receptionists to be out stationed in Rural Health Clinics throughout California. All participants still in trainee positions. RECRUITMENT EMPHASIS: Minority candidates representative of the community served by the clinic.
- (9) Concilio/DOH Contract (76-57981), funds 6 positions, 1 programmer, 2 Data Technicians, 3 Key Data operators. Transitioned 100%.
- (10) Concilio/DOH Contract (77-54672), funds trainee salaries for 5 Administrative Interns. RECRUITMENT EMPHASIS: (both 9&10) Disadvantaged. Still in training.

Micro Fiched

STAFF SERVICES ANALYST, PSE

JOB DESCRIPTION:

Under general supervision and review, assists in gathering and analyzing data for a specific health program. Participates in preparation of recommendations and reports based on studies and surveys. Assists in meetings with other departments and local health agencies. Studies the principles and techniques used, and applies them in assigned phases of the work. Assists in coordinating departmental activities in technical and scientific developments, and trends related to health programs and services. Consults with professional and technical personnel and others, to give and secure necessary information.

DESIRABLE QUALIFICATIONS:

Micro Fiched

1. Completion of six semester units of college level training in a curriculum leading to a degree in Public Administration, Health Administration, Health Science, Social Sciences or a related field, and
2. Ability to gather and analyze data.
3. Effective speaking and writing abilities.
4. Capable of establishing and maintaining effective working relationships with others, and
5. Willing to do routine or detailed technical work.

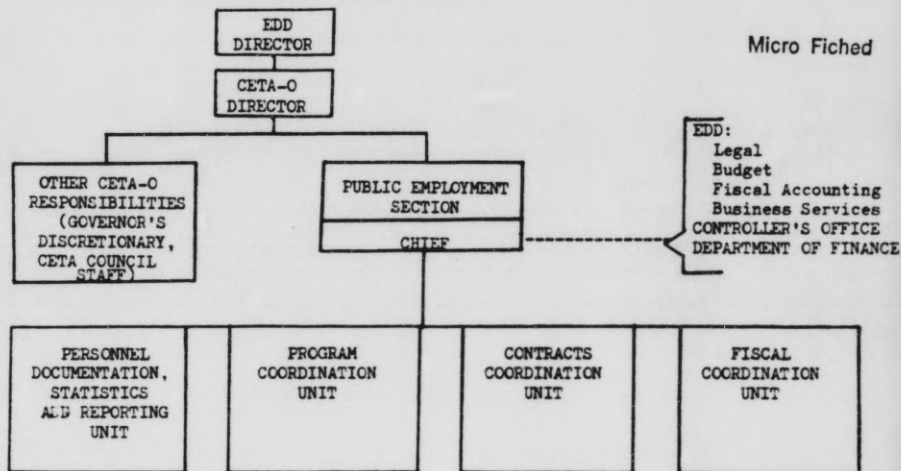
Medical Requirement: Medical Examination

PROGRAM ADMINISTRATION NARRATIVE
CETA TITLE II/VI PROGRAM
STATE OF CALIFORNIA - CETA OFFICE
PUBLIC EMPLOYMENT SECTION

ORGANIZATION AND MANAGEMENT

Subgrant agreements for CETA Title II/VI Public Service Employment and Title VI Special Projects for the State of California are administered by the State CETA Office of the Employment Development Department. CETA-O has been given executive authority to enter into agreements with CETA Prime Sponsors/Program Agents for Title II/VI funding for placement of participants in jobs with State departments in local Prime Sponsor areas.

Within the CETA Office, the Public Employment Section coordinates State department participation in the CETA II/VI programs statewide. The functions performed by this section include program and contracts coordination, personnel documentation, and statistical reporting. Additional support is provided by the the Legal, Budget, Fiscal Accounting, and Business Services Sections of EDD and by analysts in the State Controller's Office and the Department of Finance.



The Public Employment Section acts as a "broker" between State departments seeking PSE slots and the Prime Sponsor as funding source for those slots. A designated CETA coordinator in each department assesses the CETA-PSE needs for the department Statewide and presents the needs in the form of project or position requests for each Prime Sponsor area to the Public Employment Section. PES submits these project proposals or position requests, as funding becomes available, to the appropriate Prime Sponsor. If funding approval is obtained, the contract process begins.

SUBGRANT AGREEMENTS

Subgrant agreements are negotiated by the Public Employment Section and processed through EDD's Contract Coordination Group, subject to review by EDD's Legal and Fiscal Section.

Following completion of negotiation for positions and final execution of the subgrant agreement with the Prime Sponsor, the Public Employment Section enters into a non-financial agreement with each State department which has been allocated positions in the Prime Sponsor area. The agreement establishes the number and classifications of positions into which the department can hire.

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ACCOUNTING, PAYROLLING AND INVOICING

The EDD Fiscal Division Fund Accounting Group is responsible for accounting for CETA monies received and paid out to participants.

Based on either a fully executed agreement or a Letter of Intent signed by an authorized representative of the Prime Sponsor/Program Agent, a Special Deposit Account is established by the State Controller's Office. Salary warrants for all PSE participants in that area are drawn on that account.

An initial cash advance is requested from the Prime Sponsor/Program Agent to establish the first month's payroll with invoicing thereafter on the basis of reimbursement for actual expenditures. The State CETA Office has utilized a limited amount of other federal CETA funds to establish an emergency fund from which payroll obligations can be met in the event that, in the opinion of the State CETA Office, an account shortage exists for a justifiable reason. Invoices are prepared and submitted within the first ten working days of the month following the pay period. Included with the invoice is a computer print-out which breaks down cost items by department, by Attendance Reporting Unit (ARU) and by participant, and specifies the CETA Prime Sponsor share and the State department share of each item.

PROGRAM/PROJECT OPERATION

Intake, Selection and Referral: Selection of eligible participants will be through job orders placed with EDD unless other local procedures have been established by individual Prime Sponsor/Program Agents. Participant eligibility will be determined by the local Employment Development Department field office and/or by intake units established locally by Prime Sponsors. The 48 hour veterans referral hold applies to all vacant positions. Significant segments will be selected and served in accordance with procedures and criteria established by the Department of Labor and mandated to the Employment Development Department and participating State departments and in accordance with local target groups as selected by Prime Sponsors.

Appointments: All appointments of PSE participants are made through the Public Employment Section's documentation unit. PSE participants are exempt appointees of the Governor's Office and are not subject to civil service examination procedures.

Classifications and Pay Rate: Jobs with State departments are in exempt classifications established by the Department of Finance for use in the PSE program. The classifications, duties and rates of compensation parallel those of similar civil service classifications used by the State. All positions are at entry level.

Fringe Benefits: Fringe benefits are granted under the same regulations and policies as those governing fringe benefits for regular employees. The following benefits and conditions apply:

Granted to all participants:

Worker's Compensation

Granted if appointment is expected to six months:

Social Security

Retirement (Optional for exempt employees) Micro Fiched

Granted if appointment is expected to exceed nine months:

Health Benefits

All CETA/PSE participants are given an indefinite appointment, SUBJECT TO AVAILABILITY OF FUNDS. This gives participants eligibility for the State's Health Benefits Plan. The optional Retirement Benefit is strongly discouraged due to the temporary nature of the PSE appointment.

Participant Orientation: Participants are provided with information about the terms of their PSE appointment along with a Statement of Rights and Privileges of PSE employees. Further orientation as to the department's function and structure is provided during the initial weeks of employment.

Transition: Participating State departments are encouraged to identify transitional possibilities within their agencies and to work with participants to enable them to be competitive on State civil service examinations.

GRIEVANCE PROCEDURE

Participants have access to and may avail themselves of grievance procedures currently in effect in the State departments in which they are employed. Should these procedures be exhausted without reaching resolution, the grievance will be referred to the CETA Office PSE administration for further disposition. The participant who is not satisfied with the decision will be informed of his/her right of appeal to the Prime Sponsor and will then use whatever informal hearing procedure has been established by the Prime Sponsor.

REPORTING AND MONITORING

Internal monitoring by the Public Employment Section of State department adherence to CETA Title II/VI intentions and regulations may be on an ongoing administrative basis and on a periodic "audit" basis. The CETA Office PSE Program Coordination Unit will be responsible for establishing the frequency and scope of internal monitoring. Prime Sponsors/Program Agents will be given full cooperation on both fiscal and personnel monitoring activities.

The Reporting Unit of the Public Employment Section maintains records on each participant in the program and reports client information as required by local policies and procedures. Client Information forms are completed on all participants. In areas where the Prime Sponsor/Program Agent requires a specific information or Intake form to be used, that form is also completed by the hiring department.

Client Information forms and/or summaries may either be compiled and submitted from the Sacramento based Public Employment Section MIS Unit or may be submitted locally from the hiring department to the Prime Sponsor or Program Agent. Accommodations to the Prime Sponsor/Program Agent's reporting needs will be made to the greatest extent possible. The Public Employment Section's Program Coordination Unit will work with the local program to establish satisfactory reporting and monitoring systems.

In several key areas, a participant has been hired locally as an outstationed employee of the Public Employment Section to act as a liaison between the State departments in the local area, the Prime Sponsor, and CETA Office. The primary role of the liaison is as a local source of participant transaction information. The liaison may also facilitate participation by PSE employees in workshops on job search and the civil service system.

PUBLIC SERVICE EMPLOYMENT AND EQUAL EMPLOYMENT OPPORTUNITY

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Public Service Employment: CETA Title II/VI participants will be placed into meaningful jobs which perform a public service and which would not otherwise be accomplished. All State departments hiring Title II/VI participants will adhere to all CETA regulations, guidelines and assurances.

Equal Employment Opportunity: Departmental affirmative action and equal opportunity practices must conform to the guidelines of the State of California's master plan, a copy of which is available on request. Affirmative action policies and goals will apply in all hiring.

PUBLIC SERVICE EMPLOYMENT PROGRAM
RIGHTS AND PRIVILEGES OF NONCIVIL SERVICE EMPLOYEES

The position in which you have been hired is not part of the State Civil Service System. Please read the following information carefully and ask your supervisor or Personnel Office if you have further questions.

1. Job Status

As a noncivil service (exempt) employee you have been hired into a temporary position and your job could be terminated at any time depending on the availability of funds and other conditions of employment.

2. Examinations

Exempt employees are hired without civil service examinations and in order to gain permanent employment with the State, you should apply for each open civil service examination for which you are qualified. Promotional examinations are not open to exempt employees.

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3. Vacation Benefits

After six qualifying months of employment, you will have earned 5 days' vacation time with pay. However, paid vacation cannot be taken until the first working day after this six months has been served, as your vacation benefits are equivalent to regular State civil service employees.

4. Sick Leave

After one qualifying month of employment you will be credited with one day of sick leave and one day for each qualifying month worked thereafter.

5. Personal Holiday

You are eligible for a personal holiday each calendar year.

6. Health Benefits

You are eligible to enroll in a health benefits plan with a State contribution toward the cost of the monthly insurance premium. Your personnel office will provide you with the Health Benefits Plan Enrollment Form as well as information on different insurance plans and your costs to enroll in a plan of your choice. You must choose to enroll or not to enroll within 60 days of appointment.

7. Unemployment Benefits

CETA-PSE exempt employees who have been employed during an appropriate base period are entitled to file unemployment insurance claims and may be eligible for benefits.

In the event of termination, contact your local Employment Development Department office for specific unemployment insurance information.

8. Retirement System

Retirement membership is optional. However, if you choose not to join, you can still have the time worked as an exempt employee credited to you if you become a regular civil service employee. You would then have the option to pay in your retirement contribution for the time you were employed as exempt. Social Security will be deducted.

STATE OF CALIFORNIA
CETA OFFICE
Public Employment Section

GRIEVANCE PROCEDURE FOR CETA/PSE PARTICIPANTS

The State CETA Office has no adjudication role in the grievance procedure outlined here. The CETA Office Public Employment Section acts only as a facilitator in aiding departments and individual complainants to follow the appropriate grievance and appeal procedures.

1. Filing a Grievance within the State Department

CETA Public Service Employment program participants are entitled to use the employee grievance procedure of the department in which they are employed. Such procedure should be used under the conditions and to the extent available to regular or civil service employees of the department, except that it does not include the right of appeal to the State Personnel Board.

Participants are informed of their grievance rights at the time of their appointment through the statement of "Rights and Privileges of Non-Civil Service Employees".

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2. Right to Informal Hearing

Under Section 98.26 of the CETA regulations, the participant has the right to an informal hearing and a prompt determination of any issue which has not been resolved. In each Prime Sponsor area, informal hearing procedures have been established by the Prime Sponsor for the purpose of fulfilling this requirement of the Act.

3. Right of Appeal to Prime Sponsor

If the Departmental grievance procedures above are exhausted without a satisfactory resolution, the PSE participant has the right of appeal to the Prime Sponsor under whose funding the participant is employed. All such appeals will be submitted through the Public Employment Section of the State CETA Office. If an appeal is taken to this level, the grievance procedure in effect will be that established by the Prime Sponsor. The Public Employment Section will be responsible for providing the participant with the appropriate information for making contact with the Prime Sponsor.

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PROPOSAL FORMAT

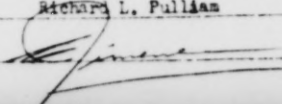
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TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name Public Information System & Special Studies
Office of Statewide Health Planning
Organizational Name State CETA Office/ And Developing.
Organizational Address 711 N St, Public Employment Section, Sacto., Calif. 95814
Telephone Number (916) 322-7746
Director's Name Anthony J. Gutierrez
Person(s) to Contact Richard L. Pulliam
Authorized Signature 

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: Office of Statewide Health Planning

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? To develop a Public Information

Office Procedure Manual.

Micro Fiched

b. What are the expected results of this project? A manual guiding the
dissemination of information.

c. What is the Public Service provided by this project? To provide
the public with access to information about health facilities and
planning process.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

To develop a Public Information Office Procedure Manual that includes the following:

- a. a resource index of news media throughout the State (approximately 30 Sacramento based and in each of 50 plus counties)
- b. an invoice procedure for incoming advertising bills (approximately 1000/year)
- c. a format for the preparation of news releases (approximately 200/year)
- d. a procedure for the distribution of news releases to wire services (approximately 3600/year)
- e. a procedure for notifying the public of community health planning hearings and health facilities certifications (approximately 240/year)
- f. a directory of all health related community organizations.

4. Budget

Total Personnel Costs (A & B) \$ 13,419

Attach itemized fringe benefits:

A. Salaries and Wages \$ 9,996B. Fringe Benefits \$ 3,423Total funds requested (Equals total personnel costs) \$ 13,419Total positions requested 1Average cost per position requested (total budget divided by
number of positions) \$ 13,419Complete the following information for each position requested.
Attach job description sheet for each job title listed.^a

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<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
Staff Services Analyst	833	282	9	10,035
	833	295	3	3,384

Duration of Projection

Estimated from 8-15-78 to 8-14-79^aAttach additional sheet if necessary.

PUBLIC SERVICE EMPLOYMENT BUDGET SUMMARY

Date: 8-1-78

Laborator: Yolo County

Subgrantee:

State of California/Employment Development Dept.
State CETA Office/Public Employment Section
711 N Street
Sacramento, CA. 95811

Title: Project VI

Term: 8-15-78 to 8-14-79

Position Classification	# of Pos.	Monthly CETA Contribution	Actual Monthly Wage Rate	Number of Months	Total Wage (B x C x D)
(A)	(B)	(C)	(D)	(E)	(F)
Difference between CETA Contribution and actual wage rate paid by the state agency.					
Staff Service Analyst, PSE	1	833	987	12	9,996
Micro Fiched					
TOTAL	1				9,996

G. Estimated 7.5% Cost of Living Increase from July 1, 1979.

N/A

H. Total Adjusted Wages (F + G)

\$ 9,996

Fringe Benefit Rates (H x %)

Social Security @ 6.05%

= 605

Worker's Compensation @ 5.81%

= 581

Health Benefits @ 6% (Optional Benefit)

= 600

Retirement @ 15.98% X \$7,497

= 1,198

@ 17.54% X 2,499

= 439

I. Total Fringe Benefits

\$ 3,423

GRAND TOTAL BUDGET (H + I)

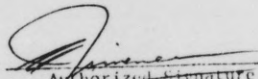
\$ 13,419

*Salary increase after completion of six (6) months satisfactory performance.

5. Geographic area to be served by the Project: Yolo County

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐



Authorized Signature
Larry Jimenez, Chief
Public Employment Section

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The State of California has been involved for many years in federally funded employment and training programs for the disadvantaged and long term unemployed and has maintained an excellent transition into regular civil service for all such programs.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

The Supervising personnel for the CETA enrollees have been in State service for many years. These Supervisors have been involved in supervising numerous persons from previous CETA, Concilio New Careers, C.O.D., WIN, Rehabilitation, etc., funded programs. Supervisors would include senior clerks, office managers, auditors, to project chiefs.

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

<u>Board Member</u>	<u>Occupation and Employer</u>
---------------------	--------------------------------

N/A

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

A. Project narrations and duty statement are included.

<u>B. Time Frame</u>	<u>Activity</u>
one month	a. to develop a resource index of news media throughout the State
two months	b. to establish an invoice procedure for incoming advertising bills
two months	c. to develop a format for the preparation of news releases
two months	d. to write a procedure for the distribution of news releases throughout the State
three months	e. to develop a procedure for notifying the public of community health planning hearings and health facilities certifications
two months	f. to organize a directory of all health related community organizations.

Total 12 months

- C. Lola Acosta, Nurse Consultant III, is in charge of the project and will provide direct supervision to the trainee, Yolanda Perez.

11. a. State in detail what community need this project fulfills.
- b. Describe how this need was determined (i.e., site studies, research, public hearings, etc.)
- c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

- A. Increased public awareness of the health planning process is needed.
- B. State and federal law require a planning process that involves a cross section of consumers and health delivery providers.
- C. Consumers and providers are seeking to insure an adequate health delivery system that will be responsive to all segments of the community.

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

_____ Professional	_____ Skilled
_____ Semi-Professional	_____ Unskilled
_____ Clerical	_____ Semi-Skilled
TOTAL _____	

Not applicable to State of California Departments

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The state building at 714 P Street is the headquarters building for the Department of Health Services and Office of Statewide Health Planning. All decisions and information necessary to complete this project are located in this facility.

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The Office of Statewide Health Planning has been authorized to accomplish the following:

1. Provide supervision for the CETA trainee with work experience and training duties.
2. The Public Information Office project is necessary in order to establish a communication network to keep the public informed of state health planning.

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	See Attachments		
II			
III			
VI			
TOTAL			

Comments:

The State of California has separate agreements with Prime Sponsors and Program Agents. Statewide including Balance of State and Governor's discretionary funds

- b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
See Attachments			
TOTAL			

Comments:

The State of California has multiple source funding.

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

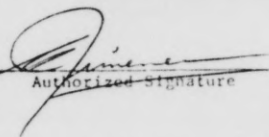
Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

not applicable to State of California Departments

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)



Authorized Signature

July 31, 1978

Date

Proposal Format
For
Title VI Public Service Project Applications
Yolo County

Project Narrative:

The purpose of this project is to develop a procedure manual that describes a methodology for disseminating information about Office of Statewide Health Planning and Development activities. It is hoped that with this new project the public will be more informed as to the functions of the Office.

Duty Statement:

Under direction prepares technical material for inclusion in a public information office procedure manual. The materials prepared will serve as news releases concerning the activities of the Office of Statewide Health Planning and Development. Other duties:

1. summarizes and interprets facts and trends shown in technical studies and reports;
2. writes articles which are adequate to the needs and interests of providers, consumers, and the general public.

Knowledge and Abilities:

Wide knowledge of: methods of presenting the results of research.

Working knowledge of: type, content, and form of articles required for publication by newspapers, magazines, and trade journals and the type of reading public normally served by these publications.

Familiarity with: research procedures in social and economic problems.

Skill in: interpretive writing; digesting, abstracting, and condensing technical reports and studies.

Ability to: interpret statistical charts, graphs, and tables; write articles which are adapted to the needs and interests of diverse groups; write good English; prepare news releases, radio scripts, addresses, and talks by public officials; write articles for publication.

Originality and tact.

Incumbent:

Yolanda Perez

CAPABILITY STATEMENT

During the past 18 months the Department of Health has initiated, on a pilot project basis, a series of unrelated inter-agency contracts to fund on-the-job training assignments.

COMPLETED CONTRACTS IN 1977/78

- 1) WIN-COD Contract (94CO-262), funded training for 160 psychiatric Technicians, 11 Hospital Service Assistants, and 4 Clerks. Contract concludes 3/13/78. Transitioned: 112 participants. RECRUITMENT EMPHASIS: Bilingual AFDC Parents.
- 2) COD Contract (CO-181), funded training for 60 Psychiatric Technician Students and 14 Mechanical and Technical Occupational Trainees. Contract concluded 10/31/77. Transitioned: 58 participants. RECRUITMENT EMPHASIS: Disadvantaged.
- 3) Concillio-DOH Contract, funded training for 5 Administrative Interns. Transitioned: 4 participants. RECRUITMENT EMPHASIS: Ex-Offenders.
- 4) CO-01, Department of Rehabilitation Contract with SPB to fund training for 61 Hospital Services Assistant positions. Funding terminated December 1977. Transitioned: 45, 2 still in continued training under other funding. RECRUITMENT EMPHASIS: Mentally Retarded.

CONTRACTS IN EFFECT 1977/78

- 1) COD Contract (CO-JOB-22), funds training for 20 entry level administrative, technical and professional positions. Transitioned: 12 participants, 3 still in training. RECRUITMENT EMPHASIS: Ex-Offenders.
- 2) COD Contract (CO-JOB-32), funds training for 19 positions, Staff Services Analysts, Social Work Associates, Counselor Associates, 18 trainees currently appointed. RECRUITMENT EMPHASIS: Native Americans
- 3) COD Contract (CO-JOB-12), funds 40 positions, 5 special Qualifications Clerks, 35 Mechanical & Technical Occupational Trainees. All participants still in trainee positions. RECRUITMENT EMPHASIS: Mentally Retarded.
- 4) COD Contract (CO-JOB-16), funds 31 training positions, 10 Special Qualifications Clerks, 35 Mechanical & Technical Occupational Trainees. All participants still in trainee positions. RECRUITMENT EMPHASIS: Mentally Retarded.

- (5) Prime sponsors throughout the state funded the State Department of Health, using CETA Title VI funds for over 140 slots. More than 65% of the participants have transitioned to permanent employment in the state hospitals and field offices.
- (6) CETA Title VI Special Projects SYETA/DOH funded 30 positions, 24 were PSE IV slots. The Department has already transitioned 17 or 71% to permanent jobs. Of the other 6 PSE II slots, we have transitioned four or 66.67%.
- (7) Department of Health/Department of Rehabilitation Contract, funds training for 200 CJTs of varying length between April 1977 to June 30, 1978. RECRUITMENT EMPHASIS: Severely Disabled. 90% of these have been transitioned.
- (8) CO-JOBS-12, funds 20 training positions for Medical Assistants and Medical Receptionists to be out stationed in Rural Health Clinics throughout California. All participants still in trainee positions. RECRUITMENT EMPHASIS: Minority candidates representative of the community served by the clinic.
- (9) Concilio/DOH Contract (76-57981), funds 6 positions, 1 programmer, 2 Data Technicians, 3 Key Data Operators. Transitioned 100%.
- (10) Concilio/DOH Contract (77-58672), funds trainee salaries for 5 Administrative Interns. RECRUITMENT EMPHASIS: (both 2&10) Disadvantaged. Still in training.

STAFF SERVICES ANALYST, PSE

JOB DESCRIPTION:

Under general supervision and review, assists in gathering and analyzing data for a specific health program. Participates in preparation of recommendations and reports based on studies and surveys. Assists in meetings with other departments and local health agencies. Studies the principles and techniques used, and applies them in assigned phases of the work. Assists in coordinating departmental activities in technical and scientific developments, and trends related to health programs and services. Consults with professional and technical personnel and others, to give and secure necessary information.

DESIRABLE QUALIFICATIONS:

1. Completion of six semester units of college level training in a curriculum leading to a degree in Public Administration, Health Administration, Health Science, Social Sciences or a related field, and
2. Ability to gather and analyze data.
3. Effective speaking and writing abilities.
4. Capable of establishing and maintaining effective working relationships with others, and
5. Willing to do routine or detailed technical work.

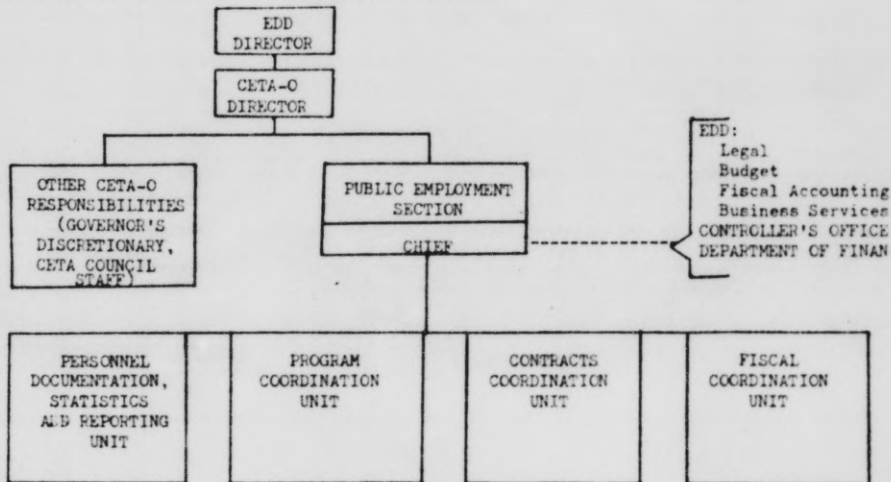
Medical Requirement: Medical Examination

PROGRAM ADMINISTRATION NARRATIVE
CETA TITLE II/VI PROGRAM
STATE OF CALIFORNIA - CETA OFFICE
PUBLIC EMPLOYMENT SECTION

ORGANIZATION AND MANAGEMENT

Subgrant agreements for CETA Title II/VI Public Service Employment and Title VI Special Projects for the State of California are administered by the State CETA Office of the Employment Development Department. CETA-O has been given executive authority to enter into agreements with CETA Prime Sponsors/Program Agents for Title II/VI funding for placement of participants in jobs with State departments in local Prime Sponsor areas.

Within the CETA Office, the Public Employment Section coordinates State department participation in the CETA II/VI programs statewide. The functions performed by this section include program and contracts coordination, personnel documentation, and statistical reporting. Additional support is provided by the the Legal, Budget, Fiscal Accounting, and Business Services Sections of EDD and by analysts in the State Controller's Office and the Department of Finance.



The Public Employment Section acts as a "broker" between State departments seeking PSE slots and the Prime Sponsor as funding source for those slots. A designated CETA coordinator in each department assesses the CETA-PSE needs for the department Statewide and presents the needs in the form of project or position requests for each Prime Sponsor area to the Public Employment Section. PSE submits these project proposals or position requests, as funding becomes available, to the appropriate Prime Sponsor. If funding approval is obtained, the contract process begins.

SUBGRANT AGREEMENTS

Subgrant agreements are negotiated by the Public Employment Section and processed through EDD's Contract Coordination Group, subject to review by EDD's Legal and Fiscal Section.

Following completion of negotiation for positions and final execution of the subgrant agreement with the Prime Sponsor, the Public Employment Section enters into a non-financial agreement with each State department which has been allocated positions in the Prime Sponsor area. The agreement establishes the number and classifications of positions into which the department can hire.

ACCOUNTING, PAYROLLING AND INVOICING

The EDD Fiscal Division Fund Accounting Group is responsible for accounting for CETA monies received and paid out to participants.

Based on either a fully executed agreement or a Letter of Intent signed by an authorized representative of the Prime Sponsor/Program Agent, a Special Deposit Account is established by the State Controller's Office. Salary warrants for all PSE participants in that area are drawn on that account.

An initial cash advance is requested from the Prime Sponsor/Program Agent to establish the first month's payroll with invoicing thereafter on the basis of reimbursement for actual expenditures. The State CETA Office has utilized a limited amount of other federal CETA funds to establish an emergency fund from which payroll obligations can be met in the event that, in the opinion of the State CETA Office, an account shortage exists for a justifiable reason. Invoices are prepared and submitted within the first ten working days of the month following the pay period. Included with the invoice is a computer print-out which breaks down cost items by department, by Attendance Reporting Unit (ARU) and by participant, and specifies the CETA Prime Sponsor share and the State department share of each item.

PROGRAM/PROJECT OPERATION

Intake, Selection and Referral: Selection of eligible participants will be through job orders placed with EDD unless other local procedures have been established by individual Prime Sponsor/Program Agents. Participant eligibility will be determined by the local Employment Development Department field office and/or by intake units established locally by Prime Sponsors. The 48 hour veterans referral hold applies to all vacant positions. Significant segments will be selected and served in accordance with procedures and criteria established by the Department of Labor and mandated to the Employment Development Department and participating State departments and in accordance with local target groups as selected by Prime Sponsors.

Appointments: All appointments of PSE participants are made through the Public Employment Section's documentation unit. PSE participants are exempt appointees of the Governor's Office and are not subject to civil service examination procedures.

Classifications and Pay Rate: Jobs with State departments are in exempt classifications established by the Department of Finance for use in the PSE program. The classifications, duties and rates of compensation parallel those of similar civil service classifications used by the State. All positions are at entry level.

Fringe Benefits: Fringe benefits are granted under the same regulations and policies as those governing fringe benefits for regular employees. The following benefits and conditions apply:

Granted to all participants:

Worker's Compensation

Granted if appointment is expected to six months:

Social Security

Retirement (Optional for exempt employees)

Granted if appointment is expected to exceed nine months:

Health Benefits

All CETA/PSE participants are given an indefinite appointment, SUBJECT TO AVAILABILITY OF FUNDS. This gives participants eligibility for the State's Health Benefits Plan. The optional Retirement Benefit is strongly discouraged due to the temporary nature of the PSE appointment.

Participant Orientation: Participants are provided with information about the terms of their PSE appointment along with a Statement of Rights and Privileges of PSE employees. Further orientation as to the department's function and structure is provided during the initial weeks of employment.

Transition: Participating State departments are encouraged to identify transitional possibilities within their agencies and to work with participants to enable them to be competitive on State civil service examinations.

GRIEVANCE PROCEDURE

Participants have access to and may avail themselves of grievance procedures currently in effect in the State departments in which they are employed. Should these procedures be exhausted without reaching resolution, the grievance will be referred to the CETA Office PSE administration for further disposition. The participant who is not satisfied with the decision will be informed of his/her right of appeal to the Prime Sponsor and will then use whatever informal hearing procedure has been established by the Prime Sponsor.

REPORTING AND MONITORING

Internal monitoring by the Public Employment Section of State department adherence to CETA Title II/VI intentions and regulations may be on an ongoing administrative basis and on a periodic "audit" basis. The CETA Office PSE Program Coordination Unit will be responsible for establishing the frequency and scope of internal monitoring. Prime Sponsors/Program Agents will be given full cooperation on both fiscal and personnel monitoring activities.

The Reporting Unit of the Public Employment Section maintains records on each participant in the program and reports client information as required by local policies and procedures. Client Information forms are completed on all participants. In areas where the Prime Sponsor/Program Agent requires a specific information or Intake form to be used, that form is also completed by the hiring department.

Client Information forms and/or summaries may either be compiled and submitted from the Sacramento based Public Employment Section MIS Unit or may be submitted locally from the hiring department to the Prime Sponsor or Program Agent. Accommodations to the Prime Sponsor/Program Agent's reporting needs will be made to the greatest extent possible. The Public Employment Section's Program Coordination Unit will work with the local program to establish satisfactory reporting and monitoring systems.

In several key areas, a participant has been hired locally as an outstationed employee of the Public Employment Section to act as a liaison between the State departments in the local area, the Prime Sponsor, and CETA Office. The primary role of the liaison is as a local source of participant transaction information. The liaison may also facilitate participation by PSE employees in workshops on job search and the civil service system.

PUBLIC SERVICE EMPLOYMENT AND EQUAL EMPLOYMENT OPPORTUNITY

Public Service Employment: CETA Title II/VI participants will be placed into meaningful jobs which perform a public service and which would not otherwise be accomplished. All State departments hiring Title II/VI participants will adhere to all CETA regulations, guidelines and assurances.

Equal Employment Opportunity: Departmental affirmative action and equal opportunity practices must conform to the guidelines of the State of California's master plan, a copy of which is available on request. Affirmative action policies and goals will apply in all hiring.

STATE OF CALIFORNIA
CETA OFFICE
Public Employment Section

GRIEVANCE PROCEDURE FOR CETA/PSE PARTICIPANTS

The State CETA Office has no adjudication role in the grievance procedure outlined here. The CETA Office Public Employment Section acts only as a facilitator in aiding departments and individual complainants to follow the appropriate grievance and appeal procedures.

1. Filing a Grievance Within the State Department

CETA Public Service Employment program participants are entitled to use the employee grievance procedure of the department in which they are employed. Such procedure should be used under the conditions and to the extent available to regular or civil service employees of the department, except that it does not include the right of appeal to the State Personnel Board.

Participants are informed of their grievance rights at the time of their appointment through the statement of "Rights and Privileges of Non-Civil Service Employees".

2. Right to Informal Hearing

Under Section 98.26 of the CETA regulations, the participant has the right to an informal hearing and a prompt determination of any issue which has not been resolved. In each Prime Sponsor area, informal hearing procedures have been established by the Prime Sponsor for the purpose of fulfilling this requirement of the Act.

3. Right of Appeal to Prime Sponsor

If the Departmental grievance procedures above are exhausted without a satisfactory resolution, the PSE participant has the right of appeal to the Prime Sponsor under whose funding the participant is employed. All such appeals will be submitted through the Public Employment Section of the State CETA Office. If an appeal is taken to this level, the grievance procedure in effect will be that established by the Prime Sponsor. The Public Employment Section will be responsible for providing the participant with the appropriate information for making contact with the Prime Sponsor.

PUBLIC SERVICE EMPLOYMENT PROGRAM
RIGHTS AND PRIVILEGES OF NONCIVIL SERVICE EMPLOYEES

The position in which you have been hired is not part of the State Civil Service System. Please read the following information carefully and ask your supervisor or Personnel Office if you have further questions.

1. Job Status

As a noncivil service (exempt) employee you have been hired into a temporary position and your job could be terminated at any time depending on the availability of funds and other conditions of employment.

2. Examinations

Exempt employees are hired without civil service examinations and in order to gain permanent employment with the State, you should apply for each open civil service examination for which you are qualified. Promotional examinations are not open to exempt employees.

3. Vacation Benefits

After six qualifying months of employment, you will have earned 5 days' vacation time with pay. However, paid vacation cannot be taken until the first working day after this six months has been served, as your vacation benefits are equivalent to regular State civil service employees.

4. Sick Leave

After one qualifying month of employment you will be credited with one day of sick leave and one day for each qualifying month worked thereafter.

5. Personal Holiday

You are eligible for a personal holiday each calendar year.

6. Health Benefits

You are eligible to enroll in a health benefits plan with a State contribution toward the cost of the monthly insurance premium. Your personnel office will provide you with the Health Benefits Plan Enrollment Form as well as information on different insurance plans and your costs to enroll in a plan of your choice. You must choose to enroll or not to enroll within 60 days of appointment.

7. Unemployment Benefits

CEIA-PSE exempt employees who have been employed during an appropriate base period are entitled to file unemployment insurance claims and may be eligible for benefits.

In the event of termination, contact your local Employment Development Department office for specific unemployment insurance information.

8. Retirement System

Retirement membership is optional. However, if you choose not to join, you can still have the time worked as an exempt employee credited to you if you become a regular civil service employee. You would then have the option to pay in your retirement contribution for the time you were employed as exempt. Social Security will be deducted.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

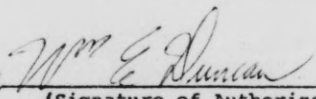
A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

Board of Supervisors
Yolo County Courthouse
P.O. Box 1098
Woodland, CA 95695
(Address)

County of Yolo
(Legal Name of Applicant)

X 
(Signature of Authorized Officer)

Vice CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Typed Name & Title of Authorized Officer)

8-15-78
(Date of Application)

FILED

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

RECEIVED

SEP 19 1978

AGREEMENT NO. 28-233

SEP 19 1978
LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, Clerk

By debra Conley
DEPUTY

PROJECT

By _____
Deputy

Sub-Grantee Name

East Yolo Concilio, Inc.

Address

954 Sacramento Avenue

City

Phone:

Broderick, CA

372-5590

Program Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is \$ 3,459.00

2. Grant period begins 9-1-78 and ends 9-30-78

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

East Yolo Concilio, Inc.

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

Nora Valadez
(Signature of Authorized Officer)

Nora Valadez, Executive Director

(Typed Name and Title of
Authorized Officer)

Wm. E. Duncan Vice
Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers
DEPUTY

1 AGREEMENT NO. DP-233

2 CETA Title VI Public Service Project Agreement
3 The Emergency Job Programs Extension Act of 1976 amended
4 Title VI of CETA by adding Sec. 607, 608, and 609
5 (Federal Register May 13, 1977 Part IV)
6

7 THIS AGREEMENT made and entered into this 1st
8 day of September, 1978, by and between the COUNTY OF YOLO, a
9 political subdivision of the State of California hereinafter, re-
10 ferred to as PROGRAM AGENT, and the East Yolo Concilio, Inc., 954
11 Sacramento Avenue, Broderick, CA
12 hereinafter referred to as SUBGRANTEE.

13 Micro Fiched

14 W I T N E S S E T H :

15
16 1. SUBGRANT: This agreement sets forth the terms and
17 conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for
18 the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT con-
19 sists of the following:

- 20 A. This agreement
21 B. Signature sheet
22 C. Schedule of position listing and budget attached
23 hereto as Exhibit "A" herein.
24 D. Project PROPOSAL Abstract, attached hereto as
25 Exhibit "B" herein.
26 E. General and Special Assurances attached hereto
27 as Exhibit "C" herein.

28 2. SERVICES: SUBGRANTEE shall in a manner satisfactory
29 and proper as determined by PROGRAM AGENT perform the services de-
30 scribed in the application and Project Abstract in accordance with
31 the time schedule, budget, number of participants to be hired etc.
32 as set forth in the Proposal Abstract, attached hereto as Exhibit

1 "B" and incorporated herein by reference.

2 3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM
3 AGENT monthly and weekly reports or other reports as required in a
4 manner as specified by PROGRAM AGENT.

5 4. TERM OF AGREEMENT: This agreement shall be for a
6 term commencing September 1, 1978 and terminating
7 on September 30, 1978. Said term of this agreement
8 shall not exceed 1 month.

9 5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE
10 for actual CETA approved Payroll Cost, as specified in budget, in-
11 curred in the performance of this Agreement in accordance with the
12 following rules:

Micro Fiched

13 A. Total reimbursement shall not exceed the amount
14 of the subgrant or modification thereof.

15 B. On or before 5th working day specified each
16 month by the PROGRAM AGENTS: -----

17 SUBGRANTEE shall submit a claim to the PROGRAM
18 AGENT.

19 C. The Auditor of the PROGRAM AGENT shall examine,
20 settle and allow the claim in the manner provide
21 by law.

22 D. Approved claims shall be paid from and only to
23 the extent of available funds granted to PROGRAM
24 AGENT by the Joint Powers Agency, composed of
25 the City of Sacramento, the County of Sacramento,
26 and the County of Yolo, known as Sacramento-Yolo
27 Employment and Training Agency, a Joint Powers
28 Authority.

29 E. PROGRAM AGENT reserves the right to withhold pay-
30 ment for cost incurred by SUBGRANTEE when PROGRAM
31 AGENT determines SUBGRANTEE is not fulfilling the
32 terms of this Agreement.

1 6. TERMINATION OF AGREEMENT:

- 2 A. For Cause. If through any cause SUBGRANTEE shall
3 fail to fulfill in timely and proper manner its
4 obligations under this Agreement, or if SUB-
5 GRANTEE shall violate any of the covenants or
6 stipulations of this Agreement, or if the grant
7 from the U. S. Department of Labor under which
8 this Agreement is made is terminated by the said
9 Joint Power Authority, PROGRAM AGENT shall there-
10 upon have the right to terminate this Agreement
11 by giving written notice to SUBGRANTEE of such
12 termination and specifying the effective date
13 thereof. If SUBGRANTEE is unable or unwilling to
14 comply with such additional conditions as may be
15 lawfully applied by the U. S. Department of Labor
16 to the grant under which this Agreement is made,
17 SUBGRANTEE or PROGRAM AGENT shall terminate this
18 Agreement by giving written notice to PROGRAM
19 AGENT or SUBGRANTEE, respectively signifying the
20 effective date thereof. Notwithstanding the
21 above, SUBGRANTEE shall not be relieved of liabi-
22 lity to PROGRAM AGENT for damages sustained by
23 PROGRAM AGENT by virtue of any breach of the
24 Agreement by SUBGRANTEE and PROGRAM AGENT may
25 withhold any reimbursement to SUBGRANTEE for the
26 purpose of setoff until such time as the exact
27 amount of damages due PROGRAM AGENT from SUB-
28 GRANTEE is agreed upon or otherwise determined.
- 29 B. For Convenience. PROGRAM AGENT may terminate
30 this Agreement at any time by giving written
31 notice to SUBGRANTEE of such termination and
32 specifying the effective date thereof, at least

1 30 days before the effective date of such termi-
2 nation. If the Agreement is terminated by PRO-
3 GRAM AGENT as provided herein, SUBGRANTEE will
4 be paid an amount which bears the same ratio to
5 the total compensation as the services actually
6 performed bears to the total services of SUB-
7 GRANTEE covered by this Agreement, less payments
8 of compensation previously made. Micro Fiched

9 7. LAWS: SUBGRANTEE shall comply with all the appli-
10 cable laws, ordinances, codes of the State of California and local
11 governments. Subgrantee shall comply with terms and conditions of
12 the Comprehensive Employment and Training Act of 1973 as amended,
13 including the Emergency Job Program Extension Act of 1973 and any
14 regulation promulgated thereunder.

15 8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and
16 hold harmless and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or damages
18 including attorney fees, arising out of or resulting from the per-
19 formance of this Agreement, caused in whole or in part by any neg-
20 ligent act or commission of SUBGRANTEE or anyone directly or indi-
21 rectly employed by SUBGRANTEE, regardless of whether or not it is
22 caused in part by a party indemnified hereunder.

23 9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it
24 presently has no interest and shall not acquire any interest direct
25 or indirect, which would conflict in any manner or degree with the
26 performance of services required to be performed under this agree-
27 ment. SUBGRANTEE further covenants that in the performance of this
28 Agreement no person having any such interest shall be employed.

29 10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate,
30 layoff, or reduce the working hours of an employee in anticipation
31 of hiring an individual with funds available under Title VI. In
32 addition, no participant shall be used to fill positions or provide

1 services normally provided by temporary, part-time, or seasonal
2 workers or contracted out, or to fill full-time vacancies. SUB-
3 GRANTEE shall not hire any person into any job funded under Title
4 VI when any other person is on lay-off from the same or any sub-
5 stantially equivalent job.

6 11. GOVERNMENT: It is understood by the parties hereto
7 that the Federal Government will not be obligated or liable to SUB-
8 GRANTEE as a condition of this Agreement.

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9 12. LEGAL RELATIONSHIP:

10 A. It is herein understood and agreed that SUBGRANTEE
11 is an independent contractor and that no relation-
12 ship of employer-employee exists between the
13 parties hereto. That SUBGRANTEE shall not be
14 entitled to any benefits available to employees
15 of PROGRAM AGENT. That PROGRAM AGENT is not re-
16 quired to make any deductions from the compensa-
17 tion payable to SUBGRANTEE under the provisions
18 of this Agreement: that as an independent con-
19 tractor, SUBGRANTEE thereby holds PROGRAM AGENT
20 harmless from any and all claims that may be made
21 against PROGRAM AGENT based upon any contention
22 by any third party that an employer-employee
23 relationship exists by reason of this Agreement.

24 B. It is further understood and agreed by the
25 parties hereto that SUBGRANTEE in the performance
26 of its obligations hereunder is subject to the
27 control or direction of PROGRAM AGENT as to the
28 result to be accomplished by the services herein
29 agreed to be rendered and performed as well as
30 to the means and methods for accomplishing the
31 result.

32 C. If, in the performance of this Agreement, any

1 third persons are employed as employees of SUB-
2 GRANTEE, such persons shall be employed by and
3 shall be entirely and exclusively under direction,
4 supervision and control of said SUBGRANTEE. All
5 terms of employment of said person, including
6 hours, wages, working conditions, discipline,
7 hiring and discharging or any other terms of em-
8 ployment or requirements of law, shall be made
9 by said SUBGRANTEE, and PROGRAM AGENT shall have
10 no right or authority over said persons or the
11 terms of such employment. Micro Fiched

12 D. SUBGRANTEE, as an independent employer, shall be
13 liable and hereby expressly assumes and accepts
14 exclusive liability as an employer under the
15 Federal Insurance Contributions Act, Federal
16 Social Security Acts, or any other Federal or
17 State laws or acts which in any way affect or
18 relate to the relationship of employer and em-
19 ployee, and shall be liable for any Social Secu-
20 rity, unemployment, or other taxes or penalties
21 arising or levied by reason of the employment of
22 such persons employed by it. PROGRAM AGENT shall
23 not be liable for any workmen's compensation or
24 other benefits accruing under any Federal or
25 State law or acts to any persons employed by the
26 said SUBGRANTEE under this Agreement, but such
27 liability, if any, shall be exclusively that of
28 SUBGRANTEE.

29 13. PERSONNEL:

30 A. SUBGRANTEE represents that it has, or will secure
31 at its own expense, all personnel required in
32 performing the services under this Agreement.

1 All Project Personnel hired by SUBGRANTEE shall
2 be eligible EDD certified PSE participants and
3 verification of such eligibility is the responsi-
4 bility of the SUBGRANTEE. However, such personnel
5 shall not be employees of or have any individual
6 contracted relationship with PROGRAM AGENT.

7 B. All of the services required hereunder will be
8 performed by SUBGRANTEE or under its supervision,
9 and all personnel engaged in the work shall meet
10 SUBGRANTEE's employment qualifications and shall
11 be authorized under state and local law to per-
12 form such services. Micro Fiched

13 C. RETENTION OF RECORDS: Certification of partici-
14 pants, CETA eligibility, books, financial records,
15 supporting documents, personnel and other docu-
16 ments pertinent to the Agreement must be main-
17 tained for a period of three years after termina-
18 tion of the Agreement.

19 D. None of the participants hired under this Agree-
20 ment shall be utilized for service not covered
21 by the PROJECT ABSTRACT.

22 E. None of the Projects activities covered by this
23 Agreement shall be sub-contracted.

24 14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

25 No person shall on the ground of race, creed, color, handicap,
26 National origin, sex, age, political affiliation, or beliefs be ex-
27 cluded from participation in, be denied the benefits of, or be sub-
28 jected to discrimination under any program or activities funded in
29 whole or in part with funds under the Act.

30 15. ASSIGNMENTS: This agreement is not assignable by
31 SUBGRANTEE either in whole or in part.

32 16. ALTERATIONS: No alteration or variation of the terms

1 of this Agreement shall be valid unless made in writing and signed
2 by the parties hereto.

3 17. WAIVER: The waiver by PROGRAM AGENT of any default,
4 breach or condition precedent shall not be construed as a waiver on
5 the part of the PROGRAM AGENT or any other default, breach or condi-
6 tion precedent, or any other right hereunder. Micro Fiched

7 18. SUCCESSORS: This Agreement shall bind and insure to
8 the successors in interest of PROGRAM AGENT and SUBGRANTEE in the
9 same manner as if such party has been expressly named herein.

10 19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's
11 contractors shall hire or cause or allow to be hired, a person into
12 an administrative capacity, staff position or public service employ-
13 ment position funded under CETA, if a member of his or her immediate
14 family is employed in an administrative capacity for the Sacramento-
15 Yolo Employment Training Agency or PROGRAM AGENT. However, where
16 a state or local statute regarding nepotism exists which is more
17 restrictive than the above policy, the eligible applicant should
18 follow the state or local statute in lieu of the policy.

19 A. The term "member of the immediate family" in-
20 cludes: wife, husband, son, daughter, mother,
21 father, brother, brother-in-law, sister, sister-
22 in-law, son-in-law, daughter-in-law, father-in-
23 law, mother-in-law, aunt, uncle, niece, nephew,
24 step-parent, and step-child.

25 B. The term "administrative capacity" includes those
26 who have overall administrative responsibility
27 for a hiring or supervisory program as set forth
28 in 29 CFR§ 99.99.

29 C. The term "staff position" includes all CETA
30 staff positions funded under the Act, such as
31 instructors, counsellors and other staff involved
32 in administrative, training or service activities.

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Subgrant No. _____ Program Agent

W. E. Linn
Signature of Authorized Officer
Vice-Chairman, Board of Supervisors,
County of Yolo, State of California

Date 9-18 1979 _____
Title of Authorized Officer

East Yolo Council, Inc.
Legal Name of Subgrantee

Mrs. Valdez
Signature of Authorized Officer

Executive Director
Title of Authorized Officer

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EAST YOLO CONCILIO, INC.
Consumer Education Sessions - Adults

<u>Position/Title</u>	<u>Wages/Benefits</u>
Consumer Specialist	\$ 745.00
Consumer Specialist	745.00
Translator	745.00
Secretary	639.00
Clerk-Typist	<u>585.42</u>
Five Positions	TOTAL COST <u>\$ 3,459.00</u>

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Contract period 1 month effective 9-1-78 through 9-30-78.

RECEIVED AUG 24 1978

PROPOSAL FORMAT

Micro Fiched

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name Consumer Education - Sessions - Adults
Organizational Name East Yolo Concilio, Inc.
Organizational Address 954 Sacramento Ave.,
Telephone Number 372-5590
Director's Name Nora Valadez
Person(s) to Contact Nora Valadez
Authorized Signature Lucille Maes, President

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

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In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

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2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Offer sessions in consumer education directed towards low-income and Spanish speaking adults throughout Yolo County.

b. What are the expected results of this project? To educate low income and Spanish speaking adults in order to help prepare them to become astute buyers in the marketplace. An indirect benefit will be an improved consumer - business relationship.

c. What is the Public Service provided by this project? To provide a consumer education resource in Yolo County for low-income and Spanish speaking adults. Both business and consumers will benefit from the education given the adults regarding their purchases and rights as consumers. It is expected that the information provided will prevent many market-place problems.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

During the month of September, the project, will be conducting 1 1/2 hour long consumer education sessions to low-income and Spanish speaking adults. Coordination with such places as migrant camps, low-income housing projects and Spanish speaking community organizations throughout Yolo County will be necessary.

The sessions will be developed using all resources available to the East Yolo Concilio in order to inform and educate the participants on various consumer topics of interest to adult consumers. Presentations on various consumer topics e.g. landlord - tenant rights, credit, auto sales and repairs, contracts, warranties, sales practices and consumer recourses, will be the core of the sessions. Questions will be accepted throughout the presentations. Brochures, handouts, and visual aides will supplement the presentations.

Sessions will be held both in Spanish and English as needed.

4. Budget

Total Personnel Costs (A + B) \$ 3,459.30

Attach itemized fringe benefits:

A. Salaries and Wages \$ 3,250.00

B. Fringe Benefits \$ 209.30

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Total funds requested (Equals total personnel costs) \$ 3,459.30

Total positions requested 5

Average cost per position requested (total budget divided by number of positions) \$ 691.86

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

Job Title	Monthly Salary	Monthly Fringe Dollar Amount	# of Months	Total Cost Per Position
Consumer Specialist	\$ 700.00	\$ 45.08	1	\$ 745.08
Consumer Specialist	\$ 700.00	\$ 45.08	1	745.08
Translator	700.00	45.08	1	745.08
Secretary	600.00	38.64	1	638.64
Clerk Typist	550.00	35.42	1	585.42

Duration of Projection

Estimated from September 1, 1978 to September 30, 1978

*Attach additional sheet if necessary.

4. Attachment

Job Description

Consumer Specialist

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Under supervision, prepare information on assigned consumer subjects, e.g. credit, landlord-tenant rights, sales tactics, auto sales and repair, contracts, warranties, consumer recourses. Prepare supplementary material, e.g., hand-outs, brochures, and visual aides. Finally, disseminate the information to participants in a classroom setting.

Translator

Under supervision, translate information prepared by consumer specialists for workshops, including hand-outs, brochures, and visual aides.

Secretary

Under supervision act as clerical supportive staff for those directly involved in the workshops. Under supervision, type draft and final material as assigned including presentations and hand-outs. Perform related duties, e.g., answering telephone calls, filing, keeping inventory of materials and supplies at an adequate level.

Clerk Typist

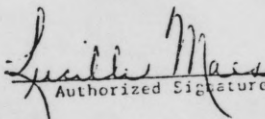
Under supervision, assist secretary in performing clerical tasks. Duties include typing drafts and finals of all assigned materials, answering telephone calls, filing, etc..

5. Geographic area to be served by the Project: Yolo County

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6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐

 President
Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.
- Since its inception, the East Yolo Concilio has been providing services to low-income and minority groups including the Spanish speaking, the disadvantaged, AFDC recipients in the East Yolo area. The Concilio services have been geared to help persons with limited resources. Some of these services include free income tax preparation for low income persons, help filling out forms, emergency transportation, translating, information and referrals, as well as help solving consumer and nonconsumer problems. The Concilio has acted as a community liason and advocate for the East Yolo residents.

During the summer months of July and August 1978, we conducted consumer education workshops to Project Move's Summer Youth Training Program participants. These youth must be unemployed, underemployed, and low-income to participate in the program.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

*Resume Attached - Executive Director

Assigned duties

1. Supervise all regular and temporary personnel, including hiring and discharging of personnel in coordination with the employment committee in order to assure a high level of competency.
 2. Develop personnel policies along with the employment committee. Enforce such policies.
 3. Train staff and set up interagency training sessions.
 4. Evaluate staff at designated intervals.
 5. Establish and revise as necessary, an administrative hierarchy, delineating specific job duties for each position.
 6. Establish and enforce office procedures.
 7. Plan, oversee and monitor all programs.
 8. Assure that programs operated adhere to applicable regulations; and that these programs serve the population for which they were designated.
 9. Plan for and seek new funding which may result in the effectiveness and growth of our service to meet the needs of the surrounding communities.
 10. Prepare and submit all necessary monthly reports.
 11. Handle finances of offices, e.g., payroll, bills, invoices, loans.
 12. Maintain coordination and report with other organizations as necessary which may involve the attendance of some meetings.
-
13. In addition, coordinate with necessary organizations to schedule the sessions. Develop sessions and supervise all dissemination to students. Evaluate sessions on an on-going basis and make necessary changes.

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NORA ISABEL VALADEZ
407 Del Oro Avenue
Davis, CA 95616
(916) 756-4642

SPECIAL HIGHLIGHTS:

Bilingual, read, write, and speak Spanish fluently.

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JOB OBJECTIVE:

A mid-level position, working for the public's interest, leading towards administrative and professional responsibilities.

EDUCATION

M.S. in Consumer Science. University of California, Davis, 1976. Research title: Distribution of Public Goods and Services to Different Income Groups in Sacramento.

B.A. in Family Studies, Consumer Science. San Diego State University, 1978. GPA-3.82. Dean's List every semester. Graduated with honors and distinctions. Member of Phi Upsilon Omicron, Honorary Professional Fraternity; recipient of Graduate Studies Scholarship.

A.A. Fullerton College, 1973. President's Honor List 1972-1973.

EXPERIENCE:

October 1977 - present. East Yolo Concilio Executive Director. Responsible for all administrative aspects including finance, personnel, payroll, program management, proposals, liason with community and other agencies etc..

August 1977 - present. Consumer Protection Bureau of Yolo County. Coordinator. Developed program, office procedures, training of staff. Responsible for all aspects of program, including hiring and firing of staff, supervising, etc..

May 1977 - October 1977. East Yolo Concilio, Office Manager. Developed and implemented office procedures for new office. Trained and supervised staff in all matters. Was responsible for most administrative matters.

March 1977 - May 1977. Yolo County Mexican-American Concilio. Intake Worker/Counselor. Interview clients, assess help needed and provide necessary service. Mediate between client and others in all areas. Interpret Spanish/English. Supervise intake worker. Participated in annual proposal writing; editing and writing certain sections. Co-author of consumer protection bureau proposal. Was delegated much of executive director's work.

October 1976 - March 1977. Sacramento County Consumer Protection Bureau, Consumer Representative, Volunteer. Screen and advise incoming complaints. Investigate and mediate between consumers and businesses. Summarize new consumer legislation and disseminate to staff. Translate Spanish.

Summer 1976. Barbara Erickson, Consultant. Legislative Intern. Coordinated and began Consumer Voting Index for the California Legislature, 1975-1976 Session, California Consumer Council.

March 1976. Consumer Product Safety Commission. Consumer Deputy. Participated in gathering household survey data on oral prescription drugs related to Poison Prevention Packaging Act.

Spring Semester 1975. San Diego County Big Sister Program. Micro Fiched

December 1974 - January 1975. California Public Interest Research Group Student Project. Worked with San Deigo County Weights and Measures Project of retail products. Participated in planning, data gathering and analysis, and project write up.

Summer 1973. Alpha Beta Acme Markets, Inc., Retail Clerk.

June to December 1971. Knotts Berry Farm, Sales Clerk.

January to June 1971. Placentia Unified School District. Bilingual Teacher's Aide. Taught math to Spanish speaking junior high school pupils. Full responsibilities of assignments, tests, and final grades. Tutored Spanish speaking elementary school pupils in reading and spelling.

OTHER ACTIVITIES:

Have served on:

Welfare Advisory Board, Yolo County Member, secretary

JUSTICIA, Yolo County Immigration Center (to be established) Steering Committee Member.

Legal Aid Society of Sacramento, Board Member

JUSTICIA, Yolo County Sheriff's negotiating team

Raza Coalition for Political Action.

Economic Opportunity Commission, Board Member

Mexican-American Concilio, By-laws committee.

REFERENCES:

Furnished upon request.

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer
Lucille Maes, President - Washington Unified School District ESAA Coordinator.	
Robert Cordero, Vice President - Retired	
Albert Tenorio, Treasurer - U.S. Government Postmaster	Micro Fiched
Adela Miranda, Secretary - Yolo County Mental Health Aide	
Joe Hernandez - Sacramento Army Depot, Painter	
Joe Archuleta - Self employed businessperson, Arnez Refinishing	
Rose Diaz - Owner of rentals	
David Maes - Sacramento School District, Burbank High School, Vice Principal	
Arminda Tenorio - Washington Unified School District Teacher's Aide	

10. a. Describe the project in detail.
 - b. Describe the time frame for completing each phase of the project.
 - c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).
10. a. Until recently, consumer education has often been neglected as a subject to be taught to students in our school systems. However, as these youth become adults, they are confronted with market place abuses as well as with problems due to their ignorance regarding their purchases and consumer rights. We find that this is especially true of lower-socio economic and monolingual adults who are often the target of bad business practices. We hope to make some consumer information assessible to low-income and monolingual adults through the consumer education sessions. All literature will be available both in English and Spanish. Also, the state of our economy (high unemployment, limited resources and inflation) makes it imperative for adults to be educated on how to get the most out of their hard earned money.

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The East Yolo Concilio, would be offering a 1 1/2 hour long session in consumerism to all participants of migrant camps, housing projects, and other places with low-income people throughout the county, during the month of September. Approximately 10 workshops will be held during this time. Close coordination with these places will be necessary.

To educate and inform the participants on various consumer topics of interests to adult consumers is the prime goal of the project. Besides covering useful buying tips, the rights California consumers have will also be emphasized. Although most businesspeople are reputable, unscrupulous business practices do exist. We will warn the participants about some of these practices. Thus, we hope that the workshops act as a preventative tool before these consumers enter into future transactions. At the same time, by informing the participants of their rights, we hope that they will become more involved in the marketplace. In this way, the workshops may benefit both consumer and businesses alike.

A meeting room will be the setting for such sessions (sites to be arranged). Presentations made by the Consumer Specialists on various consumer topics e.g. credit, contracts, auto sales and repairs, landlord-tenant rights, and available recourses will be the core of the workshops. Questions will be accepted throughout the session. Brochures and visual aides will supplement the presentations.

Sessions will be held both in English and Spanish as needed,

10 b. Time Frame

September 1-8

Coordinate with participating groups to schedule daytime and/or evening sessions and arrange meeting room sites. Develop presentations including visual aides, hand-outs and brochures.

September 11-30

Dissiminate prepared information to participating adults.

- 10 c. Nora Valadez, Executive Director. See attached resume.

11. a. State in detail what community need this project fulfills.
- b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
- c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

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Until recently, consumer education has often been neglected as a subject to be taught to students in our school systems. However, as these youth become adults, they are confronted with market place abuses as well as with problems due to their ignorance regarding their purchases and consumer rights. We find that this is especially true of lower-socio economic and monolingual adults who are often the target of bad business practices. We hope to make some consumer information assessible to low-income and monolingual adults through the consumer education sessions. All literature will be available both in English and Spanish. Also, the state of our economy (high unemployment, limited resources and inflation) makes it imperative for adults to be educated on how to get the most out of their hard earned money.

The Consumer Protection Bureau of Yolo County, whose primary responsibility was to mediate consumer complaints, was established under the auspices of the East Yolo Concilio. However, before establishment of this Bureau, the Concilios in Yolo County provided consumer protection on a limited basis. Through these services, the need for consumer education as a preventative tool was established. Because consumers lose so much of their resources due to a low education level in consumerism, it is clear that the community would place a high priority on this project.

12. List the number of Non-CEWA full-time paid staff employed by your organization categorized as follows:

<u>1</u> Professional	<u> </u> Skilled
<u> </u> Semi-Professional	<u> </u> Unskilled
<u> </u> Clerical	<u> </u> Semi-Skilled

TOTAL 1

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13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The central location for the Project will be at the East Yolo Concilio office. All preparation for the sessions will take place in this office. The actual sessions will take place in meeting room settings throughout the county of Yolo. This may include arranged meeting room sites in the migrant camps, housing authority projects, and low-income apartment complexes. The sessions will be taken to the adults.

The East Yolo Concilio is the best location to centralize Project efforts because it has an existing Consumer Unit established. It has been recognized as a location where one can receive consumer information in Yolo County. The office is arranged in such a way to facilitate the development of the workshops.

As mentioned above, the best location for dissemination of the sessions will be of arranged meeting room sites where the adults themselves are located. This will eliminate the hardship of transporting all these adults.

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14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The East Yolo Concilio has been organized in such a way that the Executive Director (who has expertise in consumerism) oversees all programs. In the past, the two programs under the auspices of the Concilio have been Concilio services and the Consumer Protection Bureau of Yolo County.

The Consumer Protection Unit was incorporated into the existing structure of the Concilio, e.g., Executive Director supervised both programs and it proved to be successful. All staff carried out their duties (see job descriptions for the Project's duties) as coordinated in order to ensure a quality program. Clerical staff will continue to carry out their necessary responsibilities.

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15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

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CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			None
II			None
III			None
VI	August 8 1977 August 8 1978 7/78 - 9/78	8 5	\$ 67,092.00
TOTAL		8	\$ 67,092.00

Comments:

- b. List all Non-CETA funding received or expected to be received by your organization for the period of July 1, 1978 through September 30, 1979.

List beginning and ending dates of your funding.

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NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 7/1/78-9/30/79	PURPOSE OF FUNDING (What will be accomplished)
Revenue Sharing	FY 75-76/76-77	\$ 15,000	Concilio Services
Revenue Sharing	FY 77-78	32,000 till 6/30/78	Concilio Services
Revenue Sharing	FY 78-79	7,749.	Concilio Services
TOTAL			

Comments:

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

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I hereby certify that this application for CBTA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Lucille Maes President
Authorized Signature

August 22, 1978
Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

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1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
- b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

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- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

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- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

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For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
 7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).
- Micro Fiched
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
 9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
 10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
 11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
 12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

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In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

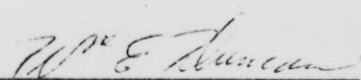
The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

Board of Supervisors
Yolo County Courthouse
P.O. Box 1098
Woodland, CA 95695

Micro Fiched

County of Yolo
(Legal Name of Applicant)

(Address)


(Signature of Authorized
Officer)

Vice-Chairman, Board of Supervisors
County of Yolo, State of California

(Typed Name & Title of
Authorized Officer)

9-5-78
(Date of Application)

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

PROJECT

FILED

SEP 27 1978

LAURENCE P. HENIGAN, Clerk

By Paul and Rodgers
DEPUTY

Sub-Grantee Name

East Yolo Community Services District

Address

1951 S. River Road

City

West Sacramento, CA 95691

Phone:

371-5132

Program Director

Date of Modification

July 1, 1978

Micro Fiched

77-166

78-110

The Sub-Grant between the parties, Yolo County Agreement No. 77-166
is hereby modified as follows:

1. Net amount of funds affected by this modification:

Increase

~~XXXXXXX~~ of \$ 1,625.00

2. The grant period originally starting on 7-24-77 and
ending on --- is extended from 7-24-78 to

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

East Yolo Community Services District
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

David A. Breninger
(Signature of Authorized Officer)

Wm. E. Duncan

David A. Breninger, General Manager Secretary
(Typed Name & Title of
Authorized Officer)

Wm. E. DUNCAN-Vice-Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

X BY Paul and Rodgers
DEPUTY

EAST YOLO COMMUNITY SERVICES DISTRICT
Development of Neighborhood Parks

<u>Position/Title</u>	<u>Wages and Benefits</u>
Grounds Maintenance Trainee	\$ 12,281.00
Grounds Maintenance Trainee	12,018.00
Grounds Maintenance Trainee	11,322.00
Grounds Maintenance Trainee	11,052.00
Grounds Maintenance Trainee	<u>9,654.00</u>
	Micro Fiched
Five Positions	TOTAL COST <u><u>\$ 56,327.00</u></u>

Contract period 12 months effective 7-25-77 through 7-24-78.

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 28-235 **FILED**

Sub-Grantee Name <u>University of California, Davis</u>		OCT - 6 1978 LAURENCE P. HENIGAN, Clerk By <u>Barbara Rodgers</u> DEPUTY	
Address <u>312 Mrak Hall</u>		RECEIVED OCT - 6 1978 LAURENCE P. HENIGAN, Clerk By <u>Barbara Rodgers</u> DEPUTY	
City <u>Davis, CA 95616</u>			
Program Director		Phone: <u>752-7300</u>	Micro Fiched

1. Amount of funds allocated per this sub-grant is \$ 2,988.
2. Grant period begins September 1, 1978 and ends September 30, 1978.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

University of California, Davis (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
<u>[Signature]</u> (Signature of Authorized Officer)	<u>[Signature]</u>
(Typed Name and Title of Authorized Officer)	Wm. E. DUNCAN, <u>Vice</u> -Chairman BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	X BY <u>Barbara Rodgers</u> DEPUTY

RECEIVED

FILED

OCT - 6 1978
LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 78-235

OCT - 6 1978

By
2 Deputy

(CETA TITLE II AGREEMENT) By Laurence P. Henigan
DEPUTY

3
4 THIS AGREEMENT made and entered into this 1st day of
5 September, 1978, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the University of California, Davis
8 312 Mrak Hall, Davis, CA 95616
9 hereinafter referred to as SUBGRANTEE,

10 WITNESSETH :

Micro Fiched

- 11
12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:
15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.
23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.
28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:
31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.

Micro Fiched

7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and

12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.

16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.

21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.

23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.

29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

14 5. TERMINATION.

15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstanding
5 the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice ^{Micro Fiched} to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

- 1 covered by this Agreement. If this Agreement is terminated
2 due to the fault of the SUBGRANTEE, Paragraph A hereof re-
3 lative to termination shall apply.
- 4 C. If this Agreement is not sooner terminated, it shall expire
5 by its terms within 18 months of the date of execution.
- 6 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
7 agency or other organization has been employed or retained to
8 solicit or secure this Agreement upon an agreement or under-
9 standing for commission, percentage, brokerage, or contingency
10 fee. For breach or violation of this covenant, PROGRAM AGENT
11 shall have the right to annul this Agreement without liability
12 or, in its discretion, to deduct from the compensation or
13 otherwise recover, the full amount of such commission, per-
14 centage, brokerage, or contingent fee. Micro Fiched
- 15 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
16 ordinances, and codes of the State of California and local
17 governments.
- 18 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
19 less and defend PROGRAM AGENT, its officers, employees and
20 agents from and against all claims, losses, liabilities, or
21 damages, including attorney fees, arising out of or resulting
22 from the performance of this Agreement, caused in whole or in
23 part by any negligent act or omission of SUBGRANTEE or anyone
24 directly or indirectly employed by SUBGRANTEE, regardless of
25 whether or not it is caused in part by a party indemnified
26 hereunder.
- 27 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
28 Federal Government a royalty-free, non-exclusive and ir-
29 revocable license throughout the world for government purposes
30 to publish, translate, reproduce, and otherwise use and dis-
31 pose of, and to authorize others to do so, all data, including
32 reports, patents, copyrights, drawings, blueprints and technical

- 1 information resulting from the performance of the work under
2 this Agreement. SUBGRANTEE will not include copyrighted
3 matter in the material furnished under this Agreement without
4 written permission from the copyright owner.
- 5 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently
6 has no interest and shall not acquire any interest, direct or
7 indirect, which would conflict in any manner or degree with the
8 performance of services required to be performed under this
9 Agreement. SUBGRANTEE further covenants that in the perfor-
10 mance of this Agreement no person having any such interest
11 shall be employed.
- Micro Fiched
- 12 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
13 SUBGRANTEE develops any systems analysis products, models,
14 electronic data processing systems, software and related ser-
15 vices, SUBGRANTEE agrees that the methods, materials, logic,
16 and systems developed pursuant to this Agreement shall be the
17 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
18 see fit, including the right to reuse and publish the same
19 without limitation.
- 20 12. FEDERAL AID. It is understood by the parties hereto that
21 neither this Agreement nor any Agreement pursuant hereto shall
22 obligate the Federal Government to enter into any Agreement
23 with SUBGRANTEE or any other entity for Federal financial as-
24 sistance in connection with this Agreement; or for the planning
25 or undertaking of any work element not included in this Agree-
26 ment. Any such agreement will be entered into at the sole
27 discretion of the Federal Government.
- 28 13. GOVERNMENT. It is understood by the parties hereto that the
29 Federal Government will not be obligated or liable to SUB-
30 GRANTEE as a condition of this Agreement.
- 31 14. LEGAL RELATIONSHIP.
- 32 A. It is herein understood and agreed that SUBGRANTEE is an

1 independent contractor and that no relationship of
2 employer-employee exists between the parties hereto.
3 That SUBGRANTEE shall not be entitled to any benefits
4 available to employees of PROGRAM AGENT. That PROGRAM
5 AGENT is not required to make any deductions from the
6 compensation payable to SUBGRANTEE under the provisions
7 of this Agreement; that as an independent contractor,
8 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
9 and all claims that may be made against PROGRAM AGENT
10 based upon any contention by any third party that an
11 employer-employee relationship exists by reason of this
12 Agreement. Micro Fiched

13 B. It is further understood and agreed by the parties hereto
14 that SUBGRANTEE in the performance of its obligations
15 hereunder is subject to the control or direction of
16 PROGRAM AGENT merely as to the result to be accomplished
17 by the services herein agreed to be rendered and performed
18 and not as to the means and methods for accomplishing the
19 result.

20 C. If, in the performance of this Agreement, any third persons
21 are employed as employees of SUBGRANTEE, such persons shall
22 be employed by and shall be entirely and exclusively under
23 direction, supervision and control of said SUBGRANTEE. All
24 terms of employment of said persons, including hours, wages,
25 working conditions, discipline, hiring and discharging or
26 any other terms of employment or requirements of law, shall
27 be made by said SUBGRANTEE, and PROGRAM AGENT shall have
28 no right or authority over said persons or the terms of
29 such employment.

30 D. SUBGRANTEE, as an independent employer, shall be liable
31 and hereby expressly assumes and accepts exclusive
32 liability as an employer under the Federal Insurance

Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

Micro Fiched

15. PERSONNEL.

- A. All personnel currently filling positions transferred to SUBGRANTEE shall be employed in said positions. Upon the completion of the transfer of positions, such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT. If vacancies occur in said positions, SUBGRANTEE shall immediately notify PROGRAM AGENT. PROGRAM AGENT shall determine whether SUBGRANTEE may fill said vacancy or whether said position shall be transferred back to Program Agent.
- B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

1 17. ALTERATIONS. No alteration or variation of the terms of this
2 Agreement shall be valid unless made in writing and signed by
3 the parties hereto.

4 18. MODIFICATION.

5 A. Quarterly Review.

6 PROGRAM AGENT shall review the employment situation on a
7 quarterly basis. On completion of quarterly review,
8 PROGRAM AGENT shall notify SUBGRANTEE of any positions
9 which PROGRAM AGENT has determined shall be transferred
10 back to PROGRAM AGENT.

Micro Fiched

11 B. Transfer of Positions.

12 SUBGRANTEE agrees that PROGRAM AGENT has the authority
13 to order positions transferred from SUBGRANTEE to PROGRAM
14 AGENT at the time of any quarterly review and when any
15 position becomes vacant.

16 C. PROGRAM AGENT and SUBGRANTEE agree that when positions are
17 transferred from SUBGRANTEE to PROGRAM AGENT this agreement
18 shall be modified in writing to reflect such changes.

19 19. WAIVER. The waiver by PROGRAM AGENT of any default, breach or
20 condition precedent shall not be construed as a waiver on the
21 part of PROGRAM AGENT of any other default, breach or condition
22 precedent, or any other right hereunder.

23 20. SUCCESSORS. This Agreement shall bind and inure to the suc-
24 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
25 same manner as if such party had been expressly named herein.

26 21. TIME. Time is the essence of this Agreement.

27 IN WITNESS WHEREOF, the parties hereto have executed
28 this agreement as of the day and year hereinabove set forth.

29 PROGRAM AGENT -

30 COUNTY OF YOLO, a political subdivi-
31 sion of the State of California

32 BY W. E. Hansen
VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE
for the

LISTING OF POSITION
CETA TITLE II
UNIVERSITY OF CALIFORNIA, DAVIS

<u>Position</u>	<u>Salary & Benefits</u> <u>8/29/78 - 9/30/78</u>
One Groundskeeper Trainee	\$ 996
One Groundskeeper Trainee	996 Micro Filled
<u>One</u> Groundskeeper Trainee	<u>996</u>
Three	<u><u>\$ 2,988</u></u>

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

PERSONNEL OFFICE

DAVIS, CALIFORNIA 95616

August 22, 1978

Ralph Harris
Manpower Administration
Yolo County Courthouse Room 102
Woodland, CA 95695

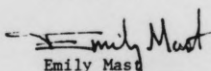
Micro Fiched

Dear Ralph:

Attached is the material you requested for the five positions (3 - CETA II and 2 - CETA VI) that UC Davis will be picking up from the City of Davis.

Sorry this material has been delayed.

Sincerely,

A handwritten signature in dark ink, appearing to read "Emily Mast". The signature is fluid and cursive, with a horizontal line drawn through the middle of the name.

Emily Mast
STEP Coordinator
UC Davis

EM:saa

UNIVERSITY OF CALIFORNIA
- DIVISION PERSONNEL OFFICE
JOB DESCRIPTION FORM

PERSONNEL OFFICE USE ONLY

Approved Title	Effective Date	Title Code	Unit/Position No.
----------------	----------------	------------	-------------------

1. Name	2. Department Physical Plant	3. Present Rate	4. Percentage of Time 100%
Present Payroll Title Groundskeeper - Trainee		6. Working Title (if different)	
7. Supervisor(s) Name(s)		8. Supervisor's Payroll Title(s) Sr. Grounds Supervisor Superintendent of Physical Plant	
9. Names of Persons Directly Supervised		10. Payroll Titles	
		11. Extent of Supervisory Responsibility (check applicable boxes) ☐ Final Selection ☐ Training ☐ Work Assignment ☐ Work Review ☐ Performance Appraisal ☐ Discipline	
		12. No. of persons supervised through others	
13. Machines (including office machines), Equipment, Tools commonly used in course of work Hand tools: hoe, shovels, rakes, etc. Small power tools: hedge clippers, lawn mower, small tractor with sweeper, power vacuum, edger, etc. Micro Fiched			

14. Statement of Duties: List your regular and most important duties first. Use reverse side if necessary.

Percent of Time	TASKS
	<u>GENERAL</u> Under general supervision, groundskeeper shall do general maintenance and related duties as to care of the entire campus grounds as outlined. Shall have some experience and knowledge in gardening and maintenance techniques; able to manage any related assignment or daily assigned area. a. Responsible for the custodial functions related to landscape areas, hard surface areas, campus grounds and the campus water ways. Shall be proficient in edging, hand-mowing, vacuuming, sweeping, raking, weeding, trimming, washing down hard surface areas and litter pickup. b. Capable of operating small garden and landscape power equipment - care of his/her assigned hand tools - keep limited records and servicing. c. Perform semi-skilled tasks in the continued maintenance of all plant life and turfs. Shall have knowledge of plant material, plant identification, weeds, pest, disease controls, fertilizing, cultivating, irrigating, aerating and verticutting lawns, shrub and tree spraying, water way functions, the planting and transplanting lawns, plants and trees, light pruning - tree jetting and feeding. d. Will assist his/her supervisor in the training of any assigned unskilled personnel in the performance of routine maintenance and garden duties. e. Shall observe and practice all safety requirements and reporting any hazardous conditions.

Percent
of Time

TASKS

f. Will attend all training classes given by the supervisor. Will correlate and discuss periodically his/her assignments and progress with the supervisor.

g. Performs such other duties as may be assigned by the superintendent.

TASKS

31% 1. Shall perform custodial function related to landscape areas, hard surface areas, campus grounds and campus water ways. Item a.

15% 2. Operates small garden and landscape power equipment; shall do limited servicing and record keeping on equipment used. Item b.

40% 3. Shall perform in his/her daily operations semi-skilled functions as required. Item c.

2% 4. Assist supervisor in the training of any assigned unskilled personnel. Item d.

1% 5. Safety motivation and meetings. Item e.

1% 6. Self-improvement. Item f.

Micro Fiched

10% 7. Performs such other duties as may be assigned by the superintendent. (gang work) Item g.

8. Cooperation.

9. Dependability.

10. Organization.

(If additional space is required, use blank sheets and attach to this form)

15. Describe, briefly, the way in which work is assigned and reviewed. Indicate the kind and amount of guidance available from supervisor, manuals, or established procedures.

65% of the tasks performed are scheduled by the foreman to coordinate with the supporting skills, special tasks, etc.

The foreman daily reviews the groundskeeper's area to assist or correct any problem which may arise.

16. Licenses, certificates, or registrations legally required to perform work.

17. Licenses, certificates or registrations desirable in performing work.

CERTIFICATE OF EMPLOYEE: I certify that the foregoing information is correct and complete and describes my job as I understand it.

CERTIFICATE OF IMMEDIATE SUPERVISOR AND DEPARTMENT HEAD: I have reviewed the above statements and certify to their accuracy.

Supervisor

Date

Assistant Administrator Date

Superintendent of Phy. Plt.

Date

UNIVERSITY OF CALIFORNIA
DAVIS PERSONNEL OFFICE
JOB DESCRIPTION FORM

PERSONNEL OFFICE USE ONLY

Approved Title	Effective Date	Title Code	Unit/Position No.
----------------	----------------	------------	-------------------

1. Name	2. Department Physical Plant	3. Present Rate	4. Percent of Time 100%
5. Present Payroll Title Storekeeper Trainee		6. Working Title (if different)	
7. Supervisor(s) Name(s)		8. Supervisor's Payroll Title(s) Management Services Officer I Management Services Officer III	
9. Names of Persons Directly Supervised		10. Payroll Titles	11. Extent of Supervisory Responsibility (check applicable boxes) ☐ Final Selection ☐ Training ☐ Work Assignment ☐ Work Review ☐ Performance Appraisal ☐ Discipline
		12. No. of persons supervised through others	

13. Machines (including office machines), Equipment, Tools commonly used in course of work

Micro Fiched

14. Statement of Duties: List your regular and most important duties first. Use reverse side if necessary.

Percent of Time	TASKS
	<u>GENERAL:</u> Under supervision, assists storekeepers in operation of Physical Plant Receiving and Tool Room. Assist in processing and pre-positioning of materials, supplies, tools and equipment to be used for projects of preventive maintenance, repairs, alterations and new construction assigned to the Physical Plant Department. <u>TASKS:</u> 15% Assist storekeepers in receiving, identifying and storing all material to be used on various jobs. Checks for quantity and proper condition of material. Notifies Sr. Storekeeper of any shortages, incorrect material or damaged material. Delivers materials to various shop and job sites as necessary. 5% Assist in maintaining purchase order and job estimate files, processes packing slips and bills of lading as necessary. 5% In absence of storekeeper will operate motor vehicles for picking up and delivering of various materials from Sacramento and surrounding areas. Maps out route plan and maintains trip tickets for all trips. 10% Assist in keeping storage area clean and materials neatly stacked, protected from weather and protected against pilferage. 10% Assumes responsibility for Receiving and Tool Room in absences of storekeepers. 20% Assist in Tool Room inventory and provide assistance in the establishment of a card index system.

D1651 71461-120 (10/76)

35%

Assist in the rearranging of storage areas and provide assistance in establishing an inventory of material in the storage areas.

Micro Fiched

(if additional space is required, use blank sheets and attach to this form)

15. Describe, briefly, the way in which work is assigned and reviewed. Indicate the kind and amount of guidance available from supervisor, manuals, or established procedures.

16. Licenses, certificates, or registrations legally required to perform work.

17. Licenses, certificates or registrations desirable in performing work.

CERTIFICATE OF EMPLOYEE: I certify that the foregoing information is correct and complete and describes my job as I understand it.

Signature

Date

CERTIFICATE OF IMMEDIATE SUPERVISOR AND DEPARTMENT HEAD: I have reviewed the above statements and certify to their accuracy.

Supervisor's Signature

Date

Department Head's Signature

Date

f. Will attend all training classes given by the supervisor. Will correlate and discuss periodically his/her assignments and progress with the supervisor.

g. Performs such other duties as may be assigned by the superintendent.

TASKS

- 31% 1. Shall perform custodial function related to landscape areas, hard surface areas, campus grounds and campus water ways. Item a.
- 15% 2. Operates small garden and landscape power equipment; shall do limited servicing and record keeping on equipment used. Item b.
- 40% 3. Shall perform in his/her daily operations semi-skilled functions as required. Item c.
- 2% 4. Assist supervisor in the training of any assigned unskilled personnel. Item d.
- 1% 5. Safety motivation and meetings. Item e.
- 1% 6. Self-improvement. Item f.
- 10% 7. Performs such other duties as may be assigned by the superintendent. (gang work) Item g.
- 8. Cooperation.
- 9. Dependability.
- 10. Organization.

Micro Fiched

(If additional space is required, use blank sheets and attach to this form)

15. Describe, briefly, the way in which work is assigned and reviewed. Indicate the kind and amount of guidance available from supervisor, manuals, or established procedures.

65% of the tasks performed are scheduled by the foreman to coordinate with the supporting skills, special tasks, etc.

The foreman daily reviews the groundskeeper's area to assist or correct any problem which may arise.

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CERTIFICATE OF EMPLOYEE: I certify that the foregoing information is correct and complete and describes my job as I understand it.

CERTIFICATE OF IMMEDIATE SUPERVISOR AND DEPARTMENT HEAD: I have reviewed the above statements and certify to their accuracy.

Supervisor

Date

Assistant Administrator Date

Superintendent of Phy. Plt.

Date

(Assistant Storekeeper)
743/mo

Under close supervision, performs duties of receiving, storing, issuing, distributing, and inventory of tools and supplies in Craft Center. Insures the availability of tools for student managers and establishes the physical arrangements of labs, insuring the completeness, cleanliness and usability of equipment. May direct the maintenance and repair of tools through supervision of student and volunteer tool room attendants. The Operations Technician will also be responsible for consignment forms, cash counts, inventory control, safety of tools, and records and reports for the aforementioned items.

A broad knowledge of technical craft equipment and skills in at least two out of the four major craft areas (jewelry, woodworking, photography and ceramics) is desirable.

Micro Fiched

SR. CLERK

\$727/month

Incumbent will perform the following duties associated with microfilming student records: prepare documents for filming, film academic records and file folder material; review film for clarity; prepare files for computer access; and assist in file area and other clerical duties as required.

Micro Fiched

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.
2. In order to insure special consideration for special and recent veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special and recent veterans. Upon request, MOVE may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Micro Fiched

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card.

CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge, veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

Micro Fiched

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contact the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be completed.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's

employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

Micro Fiched

The manpower representative, in most instances, will be an outreach worker from M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and

shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

Micro Fiched

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, The University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public

and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

Micro Fiched

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

Micro Fiched

In order that an employer not be taken advantage of by excessive absence from work while the participant is doing "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy, please do not hesitate to call me.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.
3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for

such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer. Micro Fiched

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the

economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

Micro Fiched

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Micro Fiched

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume.

Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Micro Fiched

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

Micro Fiched

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P. L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
 - c. It will comply with Title VI of the Civil Right Act of 1964, (42 USC 2000d) prohibiting employment discrimination where
 - (1) the primary purpose of a grant is to provide employment or
 - (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
 - e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

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- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a) (6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6 (a) (1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wages law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a) (2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.
- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1) (B) and 205(c) (1)).

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B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

- 1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
- 2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c) (6) and 604).
- 3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they

have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

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C. Additional Assurance for Title II Programs

All assurances in B above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c) (3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c) (20)).

(3) Special consideration shall be given to eligible disabled veterans, *special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c) (5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

D. Additional Assurances for Title VI Programs

All assurances in B above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a) (2) (B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a) (2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks and to members of a family currently qualified for Aid for Family with Dependent Children (AFDC).

E. Special Certification for State Grantee

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)

Micro Fiched

W. E. Duncan

(Signature of Authorized Officer)

Wm. E. DUNCAN - ~~Vice~~ Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

9-5-78

(Date of Application)

RECEIVED

FILED

SEP 2 1978

LAURENCE P. HENIGAN, Clerk

SEP 21 1978

LAURENCE P. HENIGAN, Clerk
By *Bubba Ralgar*
DEPUTY

By Deputy

AGREEMENT NO. 78-236

(Agreement for Head Caretaker at the Broderick Boat ramp)

THIS AGREEMENT made and entered into this 5th day of September, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DONNA FERGUSON, hereinafter referred to as CONTRACTOR,

Micro Fiched

W I T N E S S E T H:

WHEREAS, on the 10th day of June, 1974, by Agreement No. 74-98, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Navigation and Ocean Development for development of the Broderick Launching facility wherein COUNTY agreed to provide all necessary maintenance to include the keeping of the sanitary facilities in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent maintenance services for the Broderick Boat Ramp; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said boat ramp;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do mutually agree as follows:

1. CONTRACTOR agrees:

A. To serve as caretaker for the Broderick Launching facility restrooms, and to open the restrooms in the morning not later than sunrise daily and to close said area not earlier than sunset or not later than 11:00 o'clock P.M., seven days a week, 365 days a year.

B. To empty the trash containers, re-stock toilet paper and

1 towels as necessary, and to keep the sanitary facilities
2 in good repair and free from unsightly conditions and
3 debris accumulations.

- 4 C. To notify COUNTY of any necessary repairs of the restroom
5 building.
6 D. To be responsible for turning off and on the irrigation
7 system at the launching facility.
8 E. To perform such other duties as may be necessary to main-
9 tain a proper facility.

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10 2. COUNTY agrees:

- 11 A. To pay to CONTRACTOR the sum of ONE HUNDRED FIFTY (\$150)
12 dollars per month during the term of this agreement
13 conditioned upon the CONTRACTOR's submitting a proper
14 claim as may be required by the County Auditor-Controller.
15 B. To provide CONTRACTOR with the necessary supplies and
16 equipment.

- 17 3. This agreement is not assignable by CONTRACTOR in whole or
18 in part without the written consent of COUNTY first had and
19 obtained, and any such assignment without written consent of
20 COUNTY first had and obtained shall be null and void.
21 4. The parties hereto agree that CONTRACTOR, in the performance
22 of this agreement, shall act in an independent capacity and
23 not as an officer or employee of COUNTY.
24 5. The term of this agreement shall commence on the 1st day of
25 October, 1978, and shall terminate on the 30th day of
26 September, 1979. This agreement may be terminated by either
27 party hereto by a 30-day written notice of intention to
28 terminate said agreement.

29 IN WITNESS WHEREOF, the parties hereto have executed
30 this agreement as of the day and year hereinabove set forth.
31
32

COUNTY OF YOLO, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA

BY *Y. E. Hansen*
Vice - CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY *Barbara Rodgers*
(DEPUTY)

Micro Fiched

CONTRACTOR

Donna Ferguson

Approved as to Form
Dated
[Signature]
County Counsel
of Yolo County

LEASE AGREEMENT

RECEIVED

THIS LEASE AGREEMENT made this 30th day of June

JAN 17 1979

at Woodland, California, by and between the 40th

PETER McNAMEE, Clerk

District Agricultural Association, a State institution, hereinafter called the LESSOR, and

By Deputy

Sheriff's Dept., County of Yolo

hereinafter called the LESSEE:

WITNESSETH

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That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereincontained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain

property in the City of Woodland, County of Yolo, State of California, described as:

Security Building, located on the grounds of the 40th District Agricultural Association, in Woodland,

"Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that the lessee may be subject to the payment of property taxes levied on such interest."

APPROVED
Department of General Services

for the term of 6 months commencing on the 1st day of July 1978, and ending on the 31 day of December, 1978, with the right of termination

as hereinafter set forth, at the total rental of NINE HUNDRED (\$900.00) DOLLARS

LUMP SUM PAYMENT

in lawful money of the United States, in monthly installments of \$ 900.00, in advance, on the

day of each and every month, excepting that receipt is hereby acknowledged by the LESSOR of the sum of \$

from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the office of the 40th District Agricultural Association at Woodland

California, on or before the day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for none

accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only:

Training Sub Station

JAN 17 1979

PETER McNAMEE, Clerk

By Deputy

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 179, Woodland, California 95605

and to the LESSOR at P.O. Box 626, Woodland, California 95605

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as herebefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. Obligations of Lessor. The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it unsuitable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. If within a reasonable time after notice to the lessor, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

15th: FAIR EMPLOYMENT PRACTICES. 1. In the performance of this contract, the Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race color, religion, ancestry, sex,* age,* national origin, or physical handicap.* Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Lessee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1420, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Lessee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Lessee, the difference between the price named in the contract and the actual cost thereof to the State.

16th: LESSEE does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees harmless from any and all claims for loss, damage, injury, or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this lease or the occupation of the premises herein permitted to be used on the premises of this Association to which the LESSEE, its agents, employees, or LESSEE's may have access by reason of this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

40th DISTRICT AGRICULTURAL ASSOCIATION

County of Yolo

By Rene S. Haranian
Secretary-Manager

TITLE

By _____

TITLE

LESSEE
By W. E. Cameron
Vice Chairman, Board of Supervisors
County of Yolo, State of California

TITLE

Sheriff's Dept. - Yolo County

By James W. Cameron
Sheriff

Memo for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Division of Fairs and Expositions.
2. Department of Finance approval is required on all three copies if the period is for longer than one month.
3. Submit all three copies of the lease agreement if Department of Finance approval is required.
4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.

* See Labor Code Sections 1411-1432.5 for further details.

FILED

#30-78/79

SEP 15 1978

LAURENCE P. HENIGAN, Clerk

By

DEPUTY

AGREEMENT NO. 78-238

TRAINING AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of August, 1978, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and the County of Yolo hereinafter called the County.

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WITNESSETH, by and in consideration of the covenants and conditions herein contained, the CHP and the County do hereby agree as follows:

1. CHP agrees to allow County to attend training classes during the period(s) as follows:
See attached "Exhibit A" which is made by reference a part hereof.

2. CHP agrees to provide living, dining, and classroom facilities as required.

3. As consideration for the use of the Academy facilities, County agrees to pay CHP upon receipt of an invoice in accordance with the following:

Per resident student	\$. N/A	per day
Per non-resident student	\$. 9.50	per day
Instruction fee	\$. 70.00	per 8 hour day
TOTAL not to exceed.	\$. 12,402.00	

4. The rates indicated in this agreement are for estimate purposes only. In the event CHP is granted a rate increase, agrees to pay CHP at said increased rates.

5. All training is conducted on a space available basis. In the event County personnel occupy CHP Academy as a resident and do not remain in residence for the duration of training, but complete training course, County agrees to pay full residence fees for the entire training period.

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6. County agrees to indemnify, defend, and save harmless CHP, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the County in the performance of this agreement.

7. County shall be responsible for paying any cost incurred by CHP for facility damage caused by the willful or malicious misconduct of County trainees.

8. This agreement shall become effective when signed by both parties, and upon CHP's receipt of a resolution covering the agreement. Training shall not be authorized until the resolution is on file with CHP.

9. This agreement may be amended by mutual consent of the parties hereto.

10. Notices and communications hereunder shall be sent to the addresses appearing below the signatures.

STATE OF CALIFORNIA
Dept. of California Highway Patrol

By George N. Schatz
Fiscal Officer

Dept. of California Highway Patrol
Accounting Section
P.O. Box 898
Sacramento, California 95804

COUNTY OF YOLO

By James W. Cameron
Title

Yolo County Sheriffs Office
P. O. Box 95695
Woodland, CA 95695

Attention Sheriff J. W. Cameron

Applied as to Form
Dated _____
County Counsel of Yolo County

RECEIVED
CHP HDQTRS
SACRAMENTO

SEP 11 12 03 PM '76

"I hereby certify that all conditions for exemption
set forth in State Administrative Manual Section 1207
have been complied with and this document is ex-
empt from review by the Department of Finance."

George H. Schatz

Micro Fiched

EXEMPT FROM DEPARTMENT
OF GENERAL SERVICES AP-
PROVAL PURSUANT TO SEC-
TION 1206 OF THE STATE
ADMINISTRATIVE MANUAL.

"EXHIBIT A"

4 Trainees	September 19 - 21
4 Trainees	October 9 - 11
4 Trainees	October 16 - 18
10 Trainees	October 26 - 30
4 Trainees	November 6 - 8
4 Trainees	November 13 - 15
4 Trainees	November 27 - 29
10 Trainees	November 30 - December 4
4 Trainees	December 11 - 13
4 Trainees	December 27 - 29

Micro Fiched

3
FILED

RESOLUTION NO. 78-138

SEP - 5 1978
LAURENCE P. HENIGAN, Clerk
By [Signature] Deputy

A resolution of the Board of Supervisors of the County of YOLO authorizing agreements between the Sheriffs Office of the County of YOLO and the State of California, Department of California Highway Patrol.

WHEREAS the State of California, Department of California Highway Patrol requires written training agreements from any agency participating in training programs at the Academy; and **Micro Fiched**

WHEREAS the Sheriffs Office of the County of YOLO desires from time to time to participate in certain training programs sponsored and administered by the Department of California Highway Patrol.

NOW THEREFORE, be it resolved by the YOLO COUNTY Board of Supervisors that the SHERIFF/CORONER is hereby authorized and directed to sign such training agreements.

PASSED AND ADOPTED by the Board of Supervisors of the County of YOLO at a meeting this 5th day of September, 1978, by the following vote:

Ayes: Duncan, Barton, Thompson, Marchand, Edmonds.

Noes: None.

Absent: None.

ATTEST:
LAURENCE P. HENIGAN, CLERK

By [Signature] Deputy

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA.

Approved as to Form

Dated

County of Yolo

FILED

SEP 12 1978

LAURENCE P. HENIGAN, Clerk
By *[Signature]*
Deputy

AGREEMENT NO. 78-239

(Agreement for Engineering Services)

THIS AGREEMENT, made and entered into this 12th day of
September, 1978, by and between the COUNTY OF YOLO, herein-
after referred to as OWNER, and SANFORD-ALESSI-RIOS-ASSOCIATES
Mechanical Engineers, a corporation, hereinafter referred to as
ENGINEER.

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W I T N E S S E T H:

WHEREAS, ENGINEER has submitted a proposal for rendering
professional services for a project consisting of the installation
of a Vacuum System in the Yolo County Hospital Building located
in Woodland, California; and

WHEREAS, OWNER desires to employ ENGINEER to furnish said
professional services, as set forth below.

AGREEMENTS:

1. In and for consideration of the mutual covenants and promises
between the parties hereto, ENGINEER agrees to perform the
following services:
 - a. Preparation of plans and specifications and estimate for
the above described project.
 - b. Assistance in securing and evaluating bids.
 - c. Assistance in administration of the work of the project,
including checking and approving submittals and shop
drawings.
 - d. Conduct weekly progress inspections of the project work,
as requested by OWNER.
 - e. Conduct final inspection of the project work.
2. For and in consideration of the mutual covenants and promises
between the parties hereto, OWNER agrees to pay to ENGINEER
an amount equal to 2½ times the ENGINEER'S direct personnel
costs plus \$40.00 per hour for the principal's time, the total
fee not to exceed \$1,500.00. OWNER shall pay Eighty percent

1 (80%) of said fee upon completion by ENGINEER of the plans,
2 specifications and estimate, and the balance of the fee shall
3 be paid upon completion of the final inspection of the work,
4 and certification by ENGINEER that said work is complete.

5 IN WITNESS WHEREOF, the parties hereto have executed this
6 agreement on the day and year first above written. Micro Fiched

8 COUNTY OF YOLO, a political subdivi-
9 sion of the State of California

10 By Arthur H. C. [Signature]
11 CHAIRMAN OF THE BOARD OF SUPERVISORS

12
13 ATTEST:

14 LAURENCE P. HENIGAN, CLERK

15 BY [Signature]
16 DEPUTY

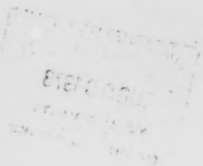
17 (Seal)

18
19 SANFORD-ALESSI-RIOS-ASSOCIATES

20
21 APPROVED AS TO FORM
22 CHARLES R. MACK
COUNTY COUNSEL

23 By [Signature]
24 DEPUTY COUNTY COUNSEL

25 By Keith C. Sanford
26 PRESIDENT



RECEIVED

SEP 29 1978

LAURENCE P. HENIGAN, Clerk

By _____
Deputy

FILED

SEP 29 1978

LAURENCE P. HENIGAN, Clerk

By *Debra Conley*
DEPUTY

JFA 1978/79
County of Yolo
East Yolo Incorporation
Study
945/TA-1

AGREEMENT No. 78-240

THIS AGREEMENT, entered into as of this 12th day of September, 1978, by and between the COUNTY OF YOLO (herein called "YOLO COUNTY") and the SACRAMENTO REGIONAL AREA PLANNING COMMISSION (herein called "COMMISSION").

W I T N E S S E T H :

WHEREAS, YOLO COUNTY desires to assist in the formation of a city in the East Yolo area of the County as the first step in providing for orderly growth and development of the area in conformance with Regional Land Use policy which encourages such planned growth and development; and

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WHEREAS, Federal funds from the Department of Housing and Urban Development (HUD) and administered by the California Office of Planning and Research (OPR) are available to assist YOLO COUNTY in the development of such an incorporation study; and

WHEREAS, COMMISSION serves as fiscal agent for HUD in providing funds for such purposes; and

WHEREAS, YOLO COUNTY, as set forth herein, has agreed to account for and disburse the Federal funds and to be responsible to COMMISSION for the completion of the services set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to provide Federal funds so that YOLO COUNTY can proceed to develop a precise plan for the incorporation of East Yolo.

2. Scope of Services and End Products. YOLO COUNTY agrees to perform the following services:

- (a) Assist the East Yolo Local Government Reorganization Committee in developing a precise plan for the incorporation of East Yolo;
- (b) Prepare the Environmental Impact Report for the eventual incorporation proposal; and
- (c) Provide for an educational process to make East Yolo's electorate aware of the advantages of the city form of government.

THE COMMISSION agrees, to perform the following services:

- (a) Carry out the activities necessary to secure Federal funding for this project by YOLO COUNTY: Micro Fiched
- (b) Review the services, reports, and end products prepared by YOLO COUNTY or its Sub-Contractor for consistency with this Agreement.

At the conclusion of the work activities, YOLO COUNTY shall provide for:

- (a) 10 copies of a East Yolo Incorporation Plan;
- (b) 10 copies of an environmental Impact Report on the Plan; and
- (c) 10 copies of a summary of educational materials developed.

At the conclusion of the work activities, COMMISSION shall have provided for:

- (a) Federal Funding of the project; and
- (b) A review of reports and end products.

3. Schedule for Performance. Services of YOLO COUNTY shall begin July 1, 1978. All services, reports, and end products shall be

completed by June 30, 1979.

Services of the COMMISSION shall begin July 1, 1978. All services, reports, and end products shall be completed by the COMMISSION prior to June 30, 1979.

4. The Grant. To assist YOLO COUNTY in financing this Agreement, which costs are estimated to be TWENTY THOUSAND AND NO/100THS (\$20,000.00) DOLLARS, COMMISSION will grant to YOLO COUNTY from funds received from the Federal Government for this purpose, the total amount of TWENTY THOUSAND AND NO/100THS (\$20,000.00) DOLLARS.

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5. Compensation to Federal Government. Commission. YOLO COUNTY shall compensate COMMISSION in the amount of FIVE HUNDRED AND NO/100THS (\$500.00) DOLLARS for the latter's service in administering this Agreement and said amount shall be withheld from the payment from COMMISSION to YOLO COUNTY.

6. Accounting Procedures. YOLO COUNTY shall account for all services and funds as provided in Part "C".

7. Payment of Cash Grant. The total cash grant shall be TWENTY THOUSAND AND NO/100THS (\$20,000.00) DOLLARS, less the administrative costs set forth in paragraph 5. Cash grant payments shall be paid as indicated in Part "C".

8. Reports. YOLO COUNTY shall submit to COMMISSION in a form satisfactory to the Executive Director of COMMISSION the following reports:

- (a) Narrative progress reports indicating the status of the program. Reports shall be due December 31, 1978, and March 31, 1979.
- (b) Final summary report. A final summary report in letter form indicating the work performed pursuant to this Agreement. The

report shall be due upon completion of the services of YOLO COUNTY but in no event later than June 30, 1979.

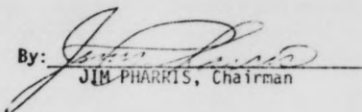
9. Sub-Contracting. It is understood and agreed that if YOLO COUNTY sub-contracts part or all of the work to be performed under the terms of this Agreement COMMISSION reserves, through its Executive Director, the right to approve the selection of any sub-contractor hired by YOLO COUNTY to perform any work under this Agreement.

10. Exhibits "A", "B", and "C". The provisions set forth in Parts "A", "B", and "C" are incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the above parties have executed this Agreement as of the date first above written.

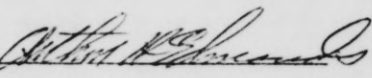
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SACRAMENTO REGIONAL AREA PLANNING
COMMISSION

By: 

JIM PHARRIS, Chairman

COUNTY OF YOLO

By: 

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

PART "A"

AGREEMENT between the SACRAMENTO REGIONAL AREA PLANNING COMMISSION
and the COUNTY OF YOLO
hereinafter designated as "Contractor".

1. Changes. The parties from time to time may change the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Commission and the Contractor, shall be incorporated in written amendments to this Agreement.

2. Termination of Agreement for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor solely by the funds provided him shall, at the option of the Commission, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Micro Fiched

Notwithstanding the above, the Contractor shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of any breach of the Agreement by Contractor, and the Commission may withhold

any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Commission from the Contractor is determined. In no event shall liability for damages exceed the amount of the contract.

3. Termination for Convenience of Commission. The Commission may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Micro Fiched Paragraph 2 of Part A hereof shall, at the option of the Commission, become its property. If the Agreement is terminated by the Commission as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Contractor during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Contractor, Paragraph 2 Part A hereof relative to termination shall apply.

4. Equal Employment Opportunity. In the accomplishment of the program, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are

employed, and that Employees are treated during employment, without regard to race, religion, sex, color, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the lead agency setting forth the provisions of this non-discrimination clause. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin. Contractor shall incorporate the foregoing requirements of this paragraph in all of its sub-contractors exceeding \$10,000.00 for work Micro Fiched performed pursuant to this Contract and shall require such from all of its sub-contractors.

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as the Commission may require to carry out the intent of this section.

5. Rights. Contractor agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. Contractor will not include copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

6. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commission thereto; provided, however, that claims for money due or to become due to the Contractor from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

7. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Micro Fiched

8. Bonus or Commission. Contractor shall not pay any bonus or commission for the purpose of obtaining this Agreement.

9. Right to Reuse Consultant-Prepared Materials. If, under the provisions of this Agreement, Contractor develops any systems analysis products, models, electronic data processing systems, software and related services, Contractor agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of the Commission, and may be used as the Commission sees fit, including the right to reuse and publish the same without limitation.

10. Disposition of Property. Contractor agrees that title to capital equipment and supplies purchased or fabricated pursuant to this Agreement shall be vested in the Commission.

11. Agreement for Federal Financial Aid. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with the Contractor or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included

in this Agreement. Any such Agreement will be entered into at the sole discretion of the Federal Government.

12. Government Not Obligated to Contractor. It is understood by the parties hereto that the Federal Government will not be obligated or liable to Contractor as a condition of this Agreement.

13. Legal Relationship.

a. It is herein understood and agreed that Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That Contractor shall not be entitled to any benefits available to employees of the Commission. That Commission is not required to make any deductions from the compensation payable to Contractor under the provisions this Agreement; that as an independent contractor, Contractor hereby holds Micro Fiched Commission harmless from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligations hereunder is subject to the control or direction of the Commission merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

c. If, in the performance of this Agreement, any third persons are employed as employees of Contractor, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said Contractor. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said Contractor, and the Commission shall have no right or authority over said persons or the terms of such employment.

d. The Contractor, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship or employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. The Commission shall not be liable for any Workmen's Compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said Contractor under this Agreement, but such liability, if any, shall be exclusively that of the Contractor.

14. Personnel.

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a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Commission.

b. All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be authorized under State and local law to perform such services.

c. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of the Executive Director of the Commission.

15. Possible Taxable Interest. Under this Agreement a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

PART "B"

TO

AGREEMENT between the SACRAMENTO REGIONAL AREA
PLANNING COMMISSION and the COUNTY OF YOLO

I. Assignment of Grant Funds. The following budget tentatively assigns approximate amounts to specific items in the work program. This may be amended by YOLO COUNTY with approval of the Executive Director of SRAPC from to time based upon changing demands and costs for services.

Micro Fiched

- A. An East Yolo Incorporation Plan FIR, and public education program. \$ 19,500

PART C

Agreement between the Sacramento Regional Area Planning
Commission and the COUNTY OF YOLO

A. Accounting Records:

- (1) The contractor shall maintain accurate and complete accounting records of all project costs. Such records shall be retained for at least three years following project completion. Copies of such records shall be provided to the Commission upon request.
- (2) The provisions of OMB Circular A-87, "Principles for Determining Costs Applicable to State and Local Governments", shall apply to the project.

B. Financial Reports:

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- (1) Eligible project costs incurred by the Contractor, including time of Contractor's employees and Sub-Contractor costs, shall be reported monthly on Form 1 attached. Such reports shall be filed on or before the 10th of the following month.
- (2) Eligible In-Kind projects costs, including time of individuals other than the Contractor's employees shall be reported on Forms 2 and 3 attached.

C. Grant Payments:

- (1) Requests for grant payments shall be made on Form 4 attached. Requests may be made monthly.
- (2) The Commission shall honor grant payments requested provided:
 - (a) All provisions of the contract have been complied with.
 - (b) Financial reports document that non-federal costs are equal to, or in excess of 0 % of cumulative grant payments.
 - (c) Financial reports document that the percentage of project completion is equal to, or in excess of, cumulative grant payments.

SACRAMENTO REGIONAL AREA PLANNING COMMISSION
 800 H Street Suite 300
 Sacramento, California 958

REPORT OF EXPENDITURES

PROJECT TITLE _____

MONTH/YEAR _____

EMPLOYEE	HOURS WORKED BY WEEK					TOTAL HOURS	HOURLY COST	TOTAL VALUE

Micro Fiched
 SUB-TOTAL _____

ITEM	DESCRIPTION OF SERVICE	VALUE

NOTE: Attach copy of all invoices
 or vouchers.

SUB-TOTAL _____

TOTAL _____

I hereby certify that the services reported above have been performed
 as described in connection with the subject project.

Authorized Signature _____

Position Title _____

Date _____

SACRAMENTO REGIONAL AREA PLANNING COMMISSION
800 H Street Suite 300
Sacramento, California 95814

INVOICE

PROJECT TITLE _____
MONTH/YEAR _____
INVOICE NUMBER _____

Pursuant to the contract for the above referenced project, we
are billing \$ _____, for the period _____ to
_____.

(1) Total Expenditures for this Period (Form 1)	\$ _____	
(2) Total In-Kind Matching Value (Form 3)	\$ _____	
(3) Total This Period	\$ _____	
(4) Cumulative Expenditures to Date	\$ _____	
(5) Cumulative In-Kind Matching Value to Date	\$ _____	
(6) Cumulative Total to Date	\$ _____	
(7) Project Completion Percentage	_____	

Micro Fiched

Authorized Signature

Position Title

Date

FILED

SEP 19 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodgers*
Deputy

AGREEMENT NO. 78-241
(Agreement for Lease of Real Property)

THIS AGREEMENT, made and entered into this 19th day of September, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as LANDLORD), and DUANE CHAMBERLAIN (hereinafter referred to as TENANT),

W I T N E S S E T H:

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1. LEASE. LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, on the terms and conditions hereinafter set forth, the real property described as Exhibit "A" attached hereto and incorporated herein by reference thereto.
2. TERM. The term of this lease shall be for one (1) year commencing on the first day of August, 1978, and terminating on the 31st day of July, 1979. At the end of said term, TENANT shall retain rights of possession of lands in growing crops until said crops are harvested.
3. USE. All of the real property described in this lease is to be used for the sole purpose of growing crops of oats, hay or barley.
4. RENT: TENANT shall pay to LANDLORD a minimum annual rent in the sum of TWO-THOUSAND-FOUR-HUNDRED (\$2,400.00) DOLLARS, or 25% of the gross receipts from sale of said crop, whichever is greater.

Said minimum payment shall be made by TENANT within thirty (30) days of the execution of this agreement.

5. TAXES. LANDLORD shall bear the cost or charge of possessory interest taxes levied upon real property. Upon receipt of each tax bill or statement for such possessory interest taxes, TENANT shall pay said tax promptly and without default, and shall thereupon obtain

1 reimbursement from LANDLORD upon presentation to it of said paid tax
2 bill.

3 6. DISCLAIMERS OF WARRANTY. LANDLORD expressly disclaims any war-
4 ranty of soil suitability for growing any crop.

5 7. WATER. LANDLORD expressly disclaims any warranty whatsoever of
6 availability, quantity, or quality of water in or upon or available to
7 the real property which is the subject of this lease. Micro Fiched

8 8. ENTRY BY OWNER. TENANT shall permit LANDLORD, and LANDLORD'S
9 agents and assignees, at all reasonable times, to enter the leased
10 premises and to use the roads established on the premises now or in
11 the future, for the purposes of inspection, compliance with the terms of
12 this lease, exercise of all rights under this lease, posting notices, to
13 survey the land, and all other lawful purposes.

14 9. RECORDS. TENANT shall make and keep pertinent records of all
15 operations and conduct under this lease and shall make them available
16 to LANDLORD and LANDLORD'S agents and assignees at all reasonable
17 times for inspection.

18 10. WARRANTY OF USE. TENANT agrees to farm said land in the crop of
19 oats, hay or barley, using good husbandry practices, and to make
20 diligent effort to prevent the spread of all noxious weeds and rodents
21 and other vertebrate pests on the leased premises during the term of
22 this lease. TENANT agrees to make diligent effort to prevent
23 infestations of insects or organisms that may produce disease in plants
24 or animals that may come onto or develop on the premises during the
25 term of this lease that might damage crops grown on the premises after
26 the term. On default of the TENANT to do so, LANDLORD reserves the

1 right, after having given ten (10) days' notice to take necessary
2 remedial measures at TENANT'S expense for which TENANT agrees to
3 reimburse LANDLORD upon demand.

4 11. WASTE. TENANT shall not commit or permit others to commit on the
5 premises waste or nuisance or any other act that could disturb the
6 quiet enjoyment of LANDLORD or any other tenant of LANDLORD on
7 reserved or adjacent property. Micro Fiched

8 12. EXCULPATORY CLAUSE. TENANT covenants to defend, and hold LANDLORD
9 free and harmless from any and all claims, causes of action, or
10 liability for damages arising from any act or cause causing injury to
11 persons or property of any kind owned by anyone, including TENANT,
12 while in, upon, or in any way connected with the leased premises
13 during the term or any extension of this lease or any occupancy under
14 this lease.

15 13. SUBLEASE OR ASSIGNMENTS. TENANT shall not assign or sublease any
16 part or portion of the leased premises without prior written consent of
17 LANDLORD.

18 14. RE-ENTRY BY LANDLORD. LANDLORD shall have the power and privilege
19 to re-enter and terminate this lease at any time during the term of
20 this lease, upon thirty (30) days' notice to TENANT, and as to any
21 part or portion of the premises leased, as it may require for use and
22 expansion of use of the Yolo County Airport. Upon such re-entry and
23 termination of this lease, TENANT shall be compensated only for loss of
24 or damage to existing crops located upon the premises so re-taken. In
25 the event the parties hereto disagree or dispute the value of said crop
26 or the amount of such damages, then and in that event they shall

1 apply to the Director of Agricultural Extension Service for opinion;
2 that said opinion of said person shall be binding upon the parties
3 herein.

- 4 15. ADVANCES BY LANDLORD. In the event of TENANT'S breach of any
5 covenant of this lease, LANDLORD may, at any time, without notice,
6 cure such breach for the account, and at the expense of TENANT. If
7 TENANT at any time, by reason of such breach, is compelled to pay or
8 elects to pay, any sum of money or to do any act that will require the
9 payment of any sum of money, or is compelled to incur any expense,
10 the sum or sums so paid by LANDLORD with all interest, costs and
11 damages shall be deemed to be additional rent under this lease and
12 shall be due from TENANT to LANDLORD on the first day of the month
13 following the incurring of such expenses. Micro Fiched

- 14 16. CONDITIONAL LIMITATIONS. Each term and each provision of this lease
15 performable by TENANT shall be construed to be both a covenant and a
16 condition.

- 17 17. INSURANCE. During the term of this lease, TENANT shall, at its own
18 expense, maintain in full force, a policy or policies of public liability
19 insurance insuring LANDLORD and TENANT against liability for injury
20 for persons and property, and for death of persons arising from any
21 accident, injury or damage occurring in, on, or about the premises, or
22 any portion of them, arising from any act, omission, or negligence of
23 TENANT or its contractors, licensees, agents, servants, or employees.
24 The liability under such insurance shall not be less than \$100,000 for
25 any one person injured or killed, not less than \$300,000 for any one
26 accident, and not less than \$50,000 for property damage.

- 1 18. ABANDONMENT. In the event TENANT abandons the premises or ceases to
2 diligently farm same, LANDLORD may re-enter and terminate this lease
3 as to any portion thereof, or the whole thereof, upon giving TENANT
4 thirty (30) days' written notice.
- 5 19. NOTICES. All notices to be given to LANDLORD by TENANT shall be
6 given in writing filed with the County Clerk, Courthouse, Room 104,
7 Woodland, California, or by depositing the same in the United States
8 Mail, postage prepaid, and addressed to the County Clerk, P.O. Box
9 1098, Woodland, California, 95695. Notices to TENANT shall be given in
10 writing personally or by depositing the same in the United States Mail,
11 postage prepaid, and addressed to TENANT at the following address:
12 Rt. 1, Box 375, Woodland, California, 95695. Micro Fiched
- 13 20. WAIVER. One or more waivers by LANDLORD of any covenant or
14 condition shall not be construed as a waiver of a subsequent breach of
15 the same or any other covenant or condition. LANDLORD'S consent to or
16 approval of any act by TENANT requiring LANDLORD'S consent or
17 approval shall not be deemed to waive or render unnecessary
18 LANDLORD'S consent to or approval of any subsequent similar act by
19 TENANT.
- 20 21. CONSTRUCTION. The marginal headings or title to the paragraphs of
21 this lease are not a part of this lease and shall have no effect upon
22 the construction or interpretation of any part of this lease.
- 23 22. BINDING ON SUCCESSORS. The terms and provisions of this lease shall
24 be binding upon and inure to the benefit of the heirs, executors,
25 administrators, successors, and assigns of LANDLORD and TENANT.
- 26 23. TERMINATION UPON BREACH OF COVENANT.

1 A. LANDLORD at his option may terminate this lease on TENANT a
2 breach of any term, condition or covenant hereof, on giving
3 thirty (30) days' notice in writing of such termination to TENANT.

4 B. TENANT may at his option terminate this lease on LANDLORD'S
5 breach of any term, condition, or covenant hereof, on giving
6 thirty (30) days' notice in writing of such termination to
7 LANDLORD.

Micro Fiched

8 24. TERMINATION AT OPTION OF LANDLORD. In the event LANDLORD, in the
9 exercise of its sole discretion, determines that any part or portion, or
10 the whole of the leased property, is necessary for airport uses, it may
11 terminate this lease by declaration and re-take or re-enter upon such
12 part or portion of the leasehold, or the whole thereof, upon giving
13 TENANT sixty (60) days' notice of its intention to so re-enter. Upon
14 such re-entry at the end of said notice period, LANDLORD shall
15 compensate TENANT only as to his actual out-of-pocket loss pertaining
16 to growing crops located upon said portion of the leasehold. Save and
17 except for such damages, TENANT hereby waives any and all claims or
18 causes of action he may have for such re-taking.

19 25. This agreement supersedes Agreement No. 77-203.

20 IN WITNESS WHEREOF, the parties hereto have executed this lease
21 agreement on the day and year hereinabove set forth.

22 COUNTY OF YOLO, a political subdivision of
23 the State of California - LANDLORD

24 ATTEST:

25 LAURENCE P. HENIGAN,
26 CLERK

By: Pete E. Lucas
(SEAL) Deputy

William E. Spencer
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Dorine Chamberlain
DORNE CHAMBERLAIN - TENANT

EXHIBIT "A"

All that real property, being a portion of Section 3, Township 8 North, Range 1 East, and a portion of Section 34, Township 9 North, Range 1 East, M.D.B.&M., situated in the County of Yolo, State of California, and being more particularly described as follows:

Parcel 1

All of the West Half ($\frac{1}{2}$) of Section 34, Township 9 North, Range 1 East, as said West Half ($\frac{1}{2}$) appears on that certain map or plat of Berry Vale Gardens, filed for record in Map Book 2, at Page 27, and all of Blocks Thirteen (13) and Fourteen (14) as delineated on that certain map or plat of Lucern Farms, filed for record in Map Book 2, at Page 13, Yolo County Records.

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Parcel 2

All of the Northwest Quarter ($\frac{1}{4}$) and the Northerly 240.50 feet of the Southwest Quarter ($\frac{1}{4}$) of Section 3, Township 8 North, Range 1 East, M.D.B.&M.

Excepting therefrom the property which is presently under lease to Albert Blanchard et. al. (Fixed Base Operators) under Yolo County Agreement No. 74-88 executed August 1, 1974.

Excepting therefrom the property designated in Yolo County Agreement No. 74-88 as public airport facilities including, but not limited to runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and aviatational aids and lighting facilities.

Excepting therefrom the property which is presently under lease to West Plainfield County Fire Protection District under Yolo County Agreement No. 65-28 executed May 10, 1965.

Excepting therefrom the property which is presently under lease to Yolo Sportsmen's Association under Yolo County Agreement No. 68-43 as amended by Yolo County Agreement No. 74-284 executed December 16, 1974.

Excepting therefrom the property released by Yolo Sportsmen's Association under Yolo County Agreement No. 74-284 executed December 16, 1974.

EXCEPTING THEREFROM:

Two parcels of land being portions of the Northwest Quarter of Section 34, Township 9 North, Range 1 East, M.D.B. & M., Yolo County, California, said parcels being more fully described as follows:

PARCEL 1

COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South 89°46'55" West

1550.00 feet along the North line of said Northwest Quarter to the TRUE POINT OF BEGINNING; THENCE continuing along the North line of said Northwest Quarter South $89^{\circ}46'55''$ West 18.00 feet; thence South $01^{\circ}04'16''$ West 692.43 feet; thence South $14^{\circ}29'41''$ East 118.38 feet; thence North $00^{\circ}05'36''$ East 806.99 feet to the true point of beginning.

Containing 0.419 acres.

PARCEL 2

COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South $89^{\circ}46'55''$ West 1568.00 feet along the North line of said Northwest Quarter; thence South $01^{\circ}04'16''$ West 692.44 feet; thence South $14^{\circ}29'41''$ East 257.37 feet to THE TRUE POINT OF BEGINNING; THENCE continuing South $14^{\circ}29'41''$ East 723.02 feet to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 830.00 feet, through a central angle of $30^{\circ}50'05''$, with a chord bearing South $29^{\circ}54'43''$ East 441.31 feet, an arc length of 446.68 feet to a tangent line; thence South $45^{\circ}19'46''$ East 200.00 feet to a tangent curve; thence along said curve, concave to the Northwest, with a radius of 770.00 feet, through a central angle of $45^{\circ}31'09''$, with a chord bearing South $22^{\circ}34'11''$ East 595.77 feet, an arc length of 611.73 feet to a tangent line; thence South $00^{\circ}11'23''$ West 1549.66 feet thence North $88^{\circ}42'42''$ West 384.12 feet; thence South $01^{\circ}17'18''$ West 60.00 feet; thence South $88^{\circ}42'42''$ East 360.75 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 25.00 feet, through a central angle of $88^{\circ}54'05''$, with a chord bearing South $44^{\circ}15'39''$ East 35.01 feet, an arc length of 38.79 feet; thence South $89^{\circ}48'37''$ East 60.00 feet; thence North $00^{\circ}11'23''$ East 1634.20 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 830.00 feet, through a central angle of $45^{\circ}31'09''$, with a chord bearing North $22^{\circ}34'11''$ West 642.20 feet, an arc length of 659.40 feet to a tangent line; thence North $45^{\circ}19'46''$ West 200.00 feet along said line to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 770.00 feet, through a central angle of $14^{\circ}54'54''$, with a chord bearing North $37^{\circ}52'19''$ West 199.88 feet, an arc length of 200.44 feet to a non-tangent line; thence South $89^{\circ}46'55''$ West 56.96 feet along said non-tangent line; thence North $16^{\circ}37'53''$ West 920.82 feet to the true point of beginning.

Containing 4.572 acres.

YOLO COUNTY AGREEMENT NO. 78-242

County YOLO
Date August 30, 1978
Supplement No. 05
To Local Agency-State
Agreement No. 03-5922.

PROGRAM
OF
COUNTY FEDERAL AID SECONDARY PROJECTS
IN THE

YOLO
County

Pursuant to the Federal-Aid for Secondary Highways, Act, the attached "Program" of Federal-Aid Secondary Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above-named COUNTY and the STATE on July 19, 1977 and is subject to all of the terms and conditions thereof.

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The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of County Minute Order No. 73-1459 approved by the Board of Supervisors on September 24, 1973 (See copy attached).

YOLO
County

By [Signature]
CHAIRMAN OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved for State

Attest:

Clerk
By [Signature]
DEPUTY

District Director of Transportation

District 03 DATE
Department of Transportation

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By [Signature]
DEPUTY COUNTY COUNSEL

DH-OLA-256 (4-77)

PROGRAM
OF
FEDERAL AID SECONDARY PROJECTS

EXHIBIT B

Date: August 30, 1978

PROGRAM SUPPLEMENT NO.: 05

County: YOLO

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds	
				State	County
RS-V557(2)	On County Road 87 at Various Locations.	\$220,000	\$119,691	\$59,846	\$40,463*
RS-V559(1)	On County Road 13 at Various Locations.				
	AC Overlay				
*AND SUCH OTHER FUNDS AS MAY BECOME AVAILABLE					

Special Covenants or Remarks:

SEE ATTACHMENT

DH-OLA-256 (4-77)

Micro Fiched

PROGRAM

EXHIBIT B-1

SPECIAL COVENANTS

Holdover Clauses

(a) Pursuant to the authority contained in Section 2212 of the Streets and Highways Code, it is agreed between the parties hereto that the apportionments of Federal-aid Secondary and State Highway Matching funds to YOLO County for the two successive fiscal years ending September 30, 1979, shall be combined for this project. Also to be combined in this project are any available balances from previous fiscal year apportionments.

(b) The County will submit plans, specifications, estimates, and the right-of-way certification by October 1, 1979.

Micro Fiched

To:

Auditor
Public Works
Co. Counsel
State Dept. of Transportation
Sam Helwert, Dist. Director
P.O. Box 911
Marysville, Calif. 95901

BOARD OF SUPERVISORS
Yolo County, California

Date: September 24, 1973
Entry No. 23

File:
ROADS.- COUNTY - No. 87

SEE:
AGREEMENT BOOK NO. 23

Micro Fiched

MINUTE ORDER NO. 73-1459 : APPROVED AGREEMENT NO.73-177, WITH STATE DEPARTMENT OF TRANSPORTATION FOR A THREE YEAR HOLDOVER AGREEMENT TO COVER PROPOSED CONSTRUCTION OF COUNTY ROAD NO. 87 FROM 0.4 MILES SOUTH TO 0.2 MILES NORTH OF CACHE CREEK, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN SAID AGREEMENT.

Upon motion of Supervisor Espigares , seconded by Supervisor Duncan , and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Stephens, Marchand, Duncan, Espigares, Edmonds.

Noes: None.

Absent: None.

ORIGINAL

COUNTY-STATE AGREEMENT NO. 20, HOLDOVER

FEDERAL-AID SECONDARY OR

FILED

EXCHANGE FUND PROJECT

YOLO COUNTY
AGREEMENT NO. 73-177

SEP 24 1973

LAURENCE P. HIGGINS, Clerk

By [Signature]
Deputy

03

YOLO

District

County

PROJECT NUMBER

S-1153(1)

COUNTY ROAD 87

HOLDOVER

THIS/AGREEMENT, made in duplicate this 24th day of September, 1973, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the STATE OF CALIFORNIA, acting by and through the Department of Transportation, hereinafter referred to as "STATE".

WITNESSETH

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WHEREAS, under the provisions of Title 23, United States Code and other Federal-aid Highway Acts, Federal funds are authorized to be appropriated for expenditure on a system of secondary roads to be selected by the state highway departments in cooperation with local road officials, and such a system has been selected and Federal funds have been appropriated for expenditure thereon; and

WHEREAS, as provided by the Secondary Highways Act of 1951 and Section 2200 et seq., of the Streets and Highways Code, Federal or Exchange funds and certain matching monies from the State Highway Fund have been apportioned to County for the construction of a Federal-aid Secondary or Exchange Dollar project selected by COUNTY in cooperation with STATE and described in Exhibit "A" hereto; and

WHEREAS, under Federal Law, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - Contract Administration

1. The project or projects described in Exhibit A, herein after referred to as "the project" shall be constructed as provided in this agreement.

2. Construction work:

(a) FAS construction shall be performed by contract. ~~STATE~~/COUNTY shall make final preparations for advertising, advertise and award the contract, and make payments to the contractor as the same become due.

(b) Exchange Dollar Construction may be performed by contract or by day labor at the option of the COUNTY provided the competitive bidding requirements of State or local agency laws (whichever are applicable) are met.

3. The estimated cost of the project is as shown in Exhibit A hereto. A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

4. Administration of project:

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(a) If STATE is to administer the project, COUNTY shall deposit its share of the estimated cost as specified on Exhibit A with the STATE prior to the time funds are required to reimburse contractor. STATE will bill COUNTY for amount due immediately following Contract award or at option of COUNTY will submit monthly bills during the life of the Contract. Funds deposited prior to award which are in excess of requirements, will be immediately refunded to COUNTY. Should COUNTY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, shall withhold an equal amount from future apportionments due COUNTY from the Highway Users Tax Fund.

(b) If COUNTY is to administer the project, STATE shall pay the proportionate Federal and State shares of the eligible participating costs within twenty (20) days of COUNTY'S submittal of acceptable monthly progress pay estimates for expenditures on an awarded project.

(c) If the project is a cooperative project and includes work on a state highway, the project shall be the subject of a separate cooperative agreement between the State and County.

5. STATE shall exercise general supervision over FAS work and may assume full and direct control over the project whenever STATE, in its sole discretion, shall determine that STATE'S responsibility to the United States so requires.

6. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with Federal or State funds. COUNTY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by COUNTY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

7. Ineligible Work:

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(a) On projects subject to Federal regulations, all costs properly chargeable to the project but ruled ineligible under Federal-aid Highway Acts shall be paid by COUNTY and shall not be reimbursed by STATE.

(b) On projects subject to only STATE regulations, the Exchange Dollar Funds may be used only for road purposes (to FAS standards) on or off the Federal-aid Secondary System.

8. After completion of all work under this agreement and after all costs are known, any unused COUNTY money shall be refunded. COUNTY monies deposited for preliminary engineering, construction engineering, and contract work shall be considered to be interchangeable, and shortages of COUNTY money in one such category may be made up from unused COUNTY money in another category. When the amount of unused COUNTY money is substantial and there is an unusual delay in determining final costs, STATE shall upon request make an interim refund of the funds known to be in excess.

9. When requested by COUNTY, STATE shall arrange for payment of available project funds for royalties due a property owner for borrow material furnished to the contractor for the project under an agreement between the property owner and COUNTY which has been approved by STATE. A certified copy of such agreement must be filed with STATE.

10. When the project includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY's option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.

ARTICLE II - Rights of Way

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1. Such rights of way as are necessary for the construction of the project shall be furnished by COUNTY, and no contract for the construction of the project or any portion thereof shall be awarded until the necessary rights of way have been secured. Prior to the advertising of the project COUNTY shall furnish STATE with evidence that necessary rights of way are available for construction purposes or will be available by the time bids are opened.

2. The furnishing of rights of way as provided for herein includes in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement, COUNTY shall pay from its funds the cost acquiring rights of way and any costs which arise out of right of way litigation, or out of delays to the contractor because utility facilities have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. Whether or not Federal-aid is to be requested for right of way, should COUNTY, in acquiring right of way for FAS improvement, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in Chapter 5 of Title 23, U. S. Code. The public will be adequately informed of the relocation payments and services which will be available and to the greatest extent practicable no person lawfully occupying real property shall be required to move from his dwelling or to move his business or farm operation without at least 90-days written notice from the COUNTY. COUNTY will provide the State with specific assurance, on each project, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that COUNTY'S relocation program is realistic and is adequate to provide orderly, timely and efficient relocation of displaced persons for the project

as provided in FHWA Instructional Memorandum 80-1-71, dated April 30, 1971. Exchange Dollar projects will comply with applicable State laws.

ARTICLE III - Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, designs, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

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2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on the project, required materials, and automotive expense provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

3. Unless the parties shall otherwise agree in writing, COUNTY'S employees shall perform all engineering work. When preliminary or construction engineering for the project is performed by STATE, charges therefor shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds or State-supplied matching funds or Exchange funds shall be paid from funds of COUNTY.

ARTICLE IV - Miscellaneous Provisions

1. If Federal funds are used for this project, this agreement shall have no force or effect unless and until the project is approved by the United States, nor shall any of the Federal and State matching funds provided herein be expended unless and until the Federal Government has agreed and is obligated to reimburse STATE in full for the amount of Federal funds to be expended.

2. In the event that the project is programmed on a stage construction basis, COUNTY shall complete the project to its final stage, with or without Federal aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. Should the work covered by this agreement involve a bridge without approaches, within a period of two (2) years after completion of the bridge, COUNTY shall cause such approaches to be constructed, with or without Federal aid, to design standards acceptable to STATE.

3. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to COUNTY funds in the project if such are available therefor.

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4. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement.

(b) Neither COUNTY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work authority or jurisdiction not delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement.

5. Auditors of STATE and the United States shall be given access to COUNTY'S books and records for the purpose of checking costs paid or to be paid by STATE hereunder. All project documents will be available for inspection by authorized State and FHWA personnel at any time during the project development and for a 3-year period after FHWA payment of final voucher.

6. Upon acceptance of the completed project by the awarding authority, or upon the contractor being relieved of the duty of maintaining and protecting certain portions of the work, COUNTY shall maintain the project or such portions of the work in a manner satisfactory to STATE. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, COUNTY has not remedied the conditions complained of to STATE'S satisfaction, STATE may withhold the programming of further Federal-aid secondary projects of COUNTY until the project shall have been put in a condition of maintenance satisfactory to STATE.

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7. The maintenance referred to in the preceding paragraph includes not only the preservation of the general physical features of the roadway, roadside, and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of STATE. Safety features to be maintained include a roadside clear of utilities and other obstructions or features which may be a hazard to a motorist who inadvertently leaves the traveled way. No utility pole, tower, or other obstruction shall be placed within the right of way without the prior approval of governing body of the jurisdiction in which the project is located and, where clearances to the traveled way are less than those prescribed by STATE, without prior approval of STATE.

ARTICLE V - Accommodation of Utilities

Utility facilities (as defined in U. S. FHWA Policy and Procedure Memorandum 30-4.1) may be accommodated on the right-of-way provided such use and occupancy of the highway right-of-way does not interfere with the free and safe flow of traffic or otherwise impair the highway or its scenic appearance; and provided a Use and Occupancy Agreement, setting forth the terms under which the utility facility is to cross or otherwise occupy the highway right-of-way, is executed by the COUNTY and OWNER. The Use and Occupancy agreement setting forth the terms which under the utility facility is to cross or otherwise occupy the highway right-of-way must include the provisions set forth in Section F-11.04 of the LOCAL ASSISTANCE MANUAL published by the STATE, unless otherwise approved by the STATE.

ARTICLE VI - Condition of Acceptance

As a condition of acceptance of the Federal-aid, State Matching, and/or Exchange monies provided for this project, COUNTY will abide by the Federal and State policies and procedures pertaining to the Local Federal-aid Secondary Program.

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF YOLO

By Arthur H. Chmonds
Chairman, Board of Supervisors

R. J. DATEL
State Highway Engineer

By R. J. Date
Chief
Office of Local Assistance

Micro Fiched

Approval Recommended:

ATTEST: LAURENCE F. MENIGAN

Clerk, Board of
Supervisors

E. J. Halligan
District Transportation Director

Steve E. Lucas



EXHIBIT A

ARTICLE VII - Project Location and Description of Work Proposed:

Location: FAS Project S-1153(1) on County Road 87 from 0.4 mile South to 0.2 mile North of Cache Creek.

Net Length: 0.6 mile

Description of Work: Construct Bridge and Approaches on a Two-Lane County Road

ARTICLE VIII - Proposed Project Funding:

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Cost:

Preliminary Engineering By Department	<u>\$ 1,000</u>
Contract Total	<u>\$670,000</u>
Construction Engineering By Department	<u>\$ 1,000</u>
TOTAL COST	<u>\$672,000</u>

Financing:

Federal-aid Secondary Funds	<u>\$ 86,450</u>
State Highway Matching Funds	<u>\$ 43,225</u>
County Funds and Such Other Funds as May Become Available	<u>\$542,325</u>

ARTICLE IX: Special Covenants

1. Holdover Clauses

1. (a) Pursuant to the authority contained in Section 2212 of the Streets and Highways Code, it is agreed between the parties hereto that the apportionments of Federal-aid Secondary and State Highway Matching funds to Yolo County for the three successive fiscal years ending June 30, 1975, shall be combined for this project. Also to be combined in this project are any available balances from previous fiscal year apportionments.

1. (b) The County will submit plans, specifications, estimates and the right of way certification prior to October 1, 1975.

ARTICLE X - Nondiscrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information. Micro Fiched
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Micro Fiched

RECORDED
DOCUMENT
FILED

18698

OCT - 6 1978

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 78-243

By *Barbara A. Rogers*
Deputy

(Agreement Amending Land Use Contract)

3 THIS AGREEMENT, dated this 19th day of September, 1978,
4 by and between the COUNTY OF YOLO, (hereinafter referred to as "COUNTY"),
5 and FREDERICK D. HOWARD AND WILMA L. HOWARD, HUSBAND AND WIFE, AS
6 JOINT TENANTS, ROUTE 1, BOX 247, WINTERS, CALIFORNIA, (hereinafter
7 referred to as "SUCCESSOR"),

8 WITNESSETH:

9 RECITALS:

- 10 1. COUNTY and JANE BISHOP, A MARRIED WOMAN, and RUTH B. RUSSELL, A
11 SINGLE WOMAN, entered into a Land Use Contract, Yolo County Agreement No.
12 71-305 which was entered in the Office of the County Recorder of COUNTY in
13 Book 570 of Official Records at Page 46. **Micro Fiched**
14 2. SUCCESSOR is the successor in interest of said Land Use Contract
15 designated herein as OWNERS and is bound by the terms and conditions
16 thereof.
17 3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use
18 Contract so as to provide for the sending of notices pursuant to said
19 agreement to SUCCESSOR herein.

20 AGREEMENTS:

- 21 1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms
22 and conditions and obligations of said Land Use Contract No. 71-305.
23 2. All notices to be given to OWNER under said Land Use Contract shall be
24 given to SUCCESSOR herein by delivery personally in writing or by depositing
25 the same in the United States Mail, postage prepaid, addressed as set forth
26 above.

BOOK 1330 PAGE 429

1 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this
2 agreement the day and year first above written.

3 COUNTY OF YOLO, a political subdivision of
4 the State of California

5 By: *William H. Howard*

Chairman of the Board of Supervisors
County of Yolo, State of California

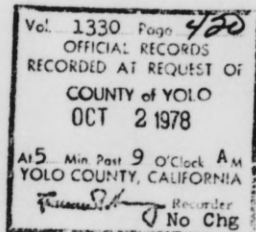
6
7 ATTEST:

8 LAURENCE P. HENIGAN, CLERK

9 By: *Pat E. Lucas*

Deputy

10 (SEAL)



11
12
13
14 SUCCESSOR:

Micro Fiched

15
16
17 *Frederick D. Howard*
FREDERICK D. HOWARD

18
19 *Wilma L. Howard*
WILMA L. HOWARD

1 State of California
County of Yolo

2
3 On Sept 19, 1978, before me, the undersigned County
4 Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known
5 to me to be the Chairman of the Board of Supervisors of the County of Yolo,
6 and also known to me to be the person who executed said document on behalf
7 of the County of Yolo, and acknowledged to me that the County of Yolo
8 executed the within instrument pursuant to a resolution of its Board of
9 Supervisors.

10 WITNESS my hand and official seal the day and year first above
11 appearing.

Micro Fiched

12 LAURENCE P. HENIGAN, COUNTY CLERK
13 COUNTY OF YOLO, STATE OF CALIFORNIA
14 By John E. Lucas DEPUTY

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On this September 22, 19 78, before me the under-
signed County Clerk of the County of Yolo, personally appeared
Frederick D. and Wilma L. Howard, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 22nd day of September, 19 78.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

BY John E. Lucas Deputy

RECORDED
DOCUMENT

FILED

MAR 23 1979

PETER McNAMEE, Clerk
By BARBARA A. RODGERS

CONFORMED COPY
NOT COMPARED
WITH ORIGINAL

1953

AGREEMENT NO. 78-244

(Agreement Amending Land Use Contract)

Vol. 1357 Page 576
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY OF YOLO
MAR 20 1979
At 2 Min. Past 2 O'Clock P.M.
YOLO COUNTY, CALIFORNIA
PETER McNAMEE, Recorder

THIS AGREEMENT, dated this 19th day of September, 1978,

by and between the COUNTY OF YOLO, (hereinafter referred to as "COUNTY"),
and SCOTT McINTYRE and LYNN M. McINTYRE, HUSBAND AND WIFE, AS
COMMUNITY PROPERTY, STAR ROUTE, BOX 118-C, CAPAY, CALIFORNIA, 95607,
(hereinafter referred to as "SUCCESSOR"),

WITNESSETH:

RECITALS:

Micro Fiched

1. COUNTY and VEDA HAN and NEVA SPALDING entered into a Land Use
Contract, Yolo County Agreement No. 70-95, which was entered in the
Office of the County Recorder of COUNTY in Book 627 of Official Records at
Page 365.

2. SUCCESSOR is the successor in interest of said Land Use Contract
designated herein as OWNERS and is bound by the terms and conditions
thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use
Contract so as to provide for the sending of notices pursuant to said
agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms
and conditions and obligations of said Land Use Contract No. 70-95.

2. All notices to be given to OWNER under said Land Use Contract shall be
given to SUCCESSOR herein by delivery personally in writing or by depositing
the same in the United States Mail, postage prepaid, addressed as set forth
above.

1 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this
2 agreement the day and year first above written.

3 COUNTY OF YOLO, a political subdivision of
4 the State of California

5 By: Arthur E. Edwards
6 CHAIRMAN OF THE BOARD OF SUPERVISORS
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

10 By: + Pat E. Lucas
11 Deputy

Micro Fiched

12 (SEAL)

13 SUCCESSOR:

14 G. G. Scott McIntyre
15 SCOTT MCINTYRE
16 Lynn M. McIntyre
17 LYNN M. MCINTYRE
18
19
20
21
22
23
24
25
26

1 State of California
2 County of Yolo

3 On September 19, 1978, before me, the undersigned County
4 Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known
5 to me to be the Chairman of the Board of Supervisors of the County of Yolo,
6 and also known to me to be the person who executed said document on behalf
7 of the County of Yolo, and acknowledged to me that the County of Yolo
8 executed the within instrument pursuant to a resolution of its Board of
9 Supervisors.

10 WITNESS my hand and official seal the day and year first above
11 appearing.

Micro Fiched

12
13 LAURENCE P. HENIGAN, COUNTY CLERK
COUNTY OF YOLO, STATE OF CALIFORNIA

14 BY Pat E. Lucas
DEPUTY

15 State of California
16 County of Yolo

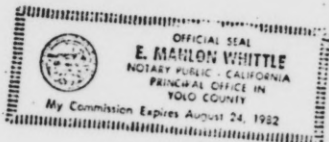
17 On this 11th October, 1978, before me, the undersigned
18 a Notary Public in and for the said County and State, personally appeared
19 G. SCOTT McINTYRE and LYNN M. McINTYRE, HUSBAND AND WIFE, known to me to
20 be the persons whose names are subscribed to the within instrument and
21 acknowledged to me that they executed the same.

22 Dated: Oct. 11, 1978.

23 E. Manlon Whittle
24

NOTARY PUBLIC

(SEAL)



1 AGREEMENT NO. 78-245

2 (Agreement Amending Land Use Contract)

3 THIS AGREEMENT, dated this 19th day of September, 1978,
4 by and between the COUNTY OF YOLO, (hereinafter referred to as "COUNTY"),
5 and WAYNE L. BRAWLEY and MARY JO BRAWLEY, HUSBAND AND WIFE, (herein-
6 after referred to as "SUCCESSOR").

7 W I T N E S S E T H:

8 RECITALS:

9 1. COUNTY and JOHN MORRIN and BEULAH MORRIN, HUSBAND AND WIFE,
10 entered into a Land Use Contract, Yolo County Agreement No. 70-466, which
11 was entered in the Office of the County Recorder of COUNTY in Book 560 of
12 Official Records at Page 183.

Micro Fiched

13 2. SUCCESSOR is the successor in interest of said Land Use Contract
14 designated herein as OWNERS and is bound by the terms and conditions
15 thereof.

16 3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use
17 Contract so as to provide for the sending of notices pursuant to said
18 agreement to SUCCESSOR herein.

19 AGREEMENTS:

20 1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms
21 and conditions and obligations of said Land Use Contract No. 70-469.

22 2. All notices to be given to OWNER under said Land Use Contract shall be
23 given to SUCCESSOR herein by delivery personally in writing or by depositing
24 the same in the United States Mail, postage prepaid, addressed as set forth
25 above.

26 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this

1 agreement the day and year first above written.

2 COUNTY OF YOLO, a political subdivision of
3 the State of California

4 By: Arthur B. Glavin

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

5 ATTEST:

6 LAURENCE P. HENIGAN, CLERK

7 By: Robert E. Henigan

8 Deputy

9 (SEAL)

10
11
12 Micro Fiched

13
14
15 SUCCESSOR:

16
17 WAYNE L. BRAWLEY

18
19
20 MARY JO BRAWLEY

1 State of California
2 County of Yolo

3 On September 19, 1978, before me, the undersigned County
4 Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known
5 to me to be the Chairman of the Board of Supervisors of the County of Yolo,
6 and also known to me to be the person who executed said document on behalf
7 of the County of Yolo, and acknowledged to me that the County of Yolo
8 executed the within instrument pursuant to a resolution of its Board of
9 Supervisors.

Micro Fiched

10 WITNESS my hand and official seal the day and year first above
11 appearing.

12
13 LAURENCE P. HENIGAN, COUNTY CLERK
14 COUNTY OF YOLO, STATE OF CALIFORNIA

15 *Patricia E. Jones*
16 DEPUTY

17 State of California
18 County of Yolo

19 On this _____, 1978, before me, the undersigned
20 a Notary Public in and for the said County and State, personally appeared
21 WAYNE L. BRAWLEY AND MARY JO BRAWLEY, HUSBAND AND WIFE, known to me to
22 be the persons whose names are subscribed to the within instrument and
23 acknowledged to me that they executed the same.

24 Dated this _____ day of _____, 1978.

25
26 NOTARY PUBLIC

(SEAL)

FILED

SEP 10 1978

AGREEMENT NO. 78-246

LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas
DEPUTY

PERMIT TO USE PORT DISTRICT PROPERTY

When duly accepted by the County of Yolo, State of California, (Licensee) by its endorsement accepting and agreeing to the terms and conditions hereof, this document will constitute the License of Sacramento-Yolo Port District (District) authorizing Licensee to place a radio receiver and antenna on its rice facility at the Port of Sacramento.

1. This permit of use shall commence February 1, 1978, and shall terminate at any time upon 30 days' written notice from District to Licensee.

Micro Fiched

2. In consideration of such use, Licensee will run a radio line from the receiver to the base station of District's communications.

3. The exact location of the placement of such receiver and antenna on District's rice facility shall be designated by District.

4. Licensee shall not interfere in any way with any of the terminal operations at the Port of Sacramento.

5. Licensee shall be solely responsible for securing whatever permission may be necessary from other governmental entities for the placement of such receiver and antenna.

6. Upon termination of this permit, Licensee shall promptly remove such receiver and antenna and all other related equipment from District's property leaving the same in the condition existing at the commencement of this permit.

7. Licensee and its agents, employees, and any others shall so use District's property solely at their own risk and without any

1 liability or obligation of any character on the part of District.

2 8. Licensee covenants to hold District harmless from any
3 damage and from all demands, loss of liability (including, but not
4 limited to, related attorneys' fees and costs) resulting at any time
5 from injury to or death of any person or persons and/or from damage
6 to any and all property, including District's own property, occur-
7 ring in any way by reason of such use of District's property by
8 Licensee, its agents, employees or any others. **Micro Fiched**

9 9. Licensee shall maintain in full force and effect during
10 the terms of this permit at its own expense a public liability and
11 property damage insurance policy issued by a reputable insurance
12 company acceptable to District. Such insurance policy shall name
13 District as an additional insured, protecting the interest of
14 District, Licensee, Licensee's officers, servants, and employees
15 with respect to their liability for personal injuries, including
16 death, to third persons and damage to or loss of property of third
17 persons resulting from any act or omission of Licensee and its
18 officers, servants, and employees in such use of District's proper-
19 ty.

20 Such public liability insurance shall be in an amount of
21 not less than \$250,000 for one person injured in one accident and
22 not less than \$1,000,000 for more than one person injured in one
23 accident; and such property damage insurance shall be in an amount
24 of not less than \$500,000 for one accident. Licensee shall furnish
25 District with a certificate of insurance evidencing the issuance of
26 the foregoing policy prior to the exercise of any of the rights and

1 privileges granted by this permit, and such insurance policies shall provide
2 that they shall not be cancelled nor reduced in amount of coverage until
3 after thirty (30) days' written notice of cancellation or reduction in coverage
4 shall have been mailed to District.

5 Dated: August 24, 1978, 1978.

6 SACRAMENTO-YOLO PORT DISTRICT

7 By: Malcolm M. M.

8 **Micro Fiched**

9 The foregoing license is hereby accepted and agreed to upon the terms
10 and conditions therein set forth. The conditions and obligations therein
11 imposed upon Licensee are hereby accepted and agreed to.

12 Dated: September 19, 1978.

13 COUNTY OF YOLO, a political subdivision
14 of the State of California

15 By: Arthur R. C. [Signature]

FILED

SEP 10 1978

AGREEMENT NO. 78-246

LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas
DEPUTY

PERMIT TO USE PORT DISTRICT PROPERTY

When duly accepted by the County of Yolo, State of California, (Licensee) by its endorsement accepting and agreeing to the terms and conditions hereof, this document will constitute the License of Sacramento-Yolo Port District (District) authorizing Licensee to place a radio receiver and antenna on its rice facility at the Port of Sacramento.

Micro Fiched

1. This permit of use shall commence February 1, 1978, and shall terminate at any time upon 30 days' written notice from District to Licensee.

2. In consideration of such use, Licensee will run a radio line from the receiver to the base station of District's communications.

3. The exact location of the placement of such receiver and antenna on District's rice facility shall be designated by District.

4. Licensee shall not interfere in any way with any of the terminal operations at the Port of Sacramento.

5. Licensee shall be solely responsible for securing whatever permission may be necessary from other governmental entities for the placement of such receiver and antenna.

6. Upon termination of this permit, Licensee shall promptly remove such receiver and antenna and all other related equipment from District's property leaving the same in the condition existing at the commencement of this permit.

7. Licensee and its agents, employees, and any others shall so use District's property solely at their own risk and without any

1 liability or obligation of any character on the part of District.

2 8. Licensee covenants to hold District harmless from any
3 damage and from all demands, loss of liability (including, but not
4 limited to, related attorneys' fees and costs) resulting at any time
5 from injury to or death of any person or persons and/or from damage
6 to any and all property, including District's own property, occur-
7 ring in any way by reason of such use of District's property by
8 Licensee, its agents, employees or any others. **Micro Fiched**

9 9. Licensee shall maintain in full force and effect during
10 the terms of this permit at its own expense a public liability and
11 property damage insurance policy issued by a reputable insurance
12 company acceptable to District. Such insurance policy shall name
13 District as an additional insured, protecting the interest of
14 District, Licensee, Licensee's officers, servants, and employees
15 with respect to their liability for personal injuries, including
16 death, to third persons and damage to or loss of property of third
17 persons resulting from any act or omission of Licensee and its
18 officers, servants, and employees in such use of District's proper-
19 ty.

20 Such public liability insurance shall be in an amount of
21 not less than \$250,000 for one person injured in one accident and
22 not less than \$1,000,000 for more than one person injured in one
23 accident; and such property damage insurance shall be in an amount
24 of not less than \$500,000 for one accident. Licensee shall furnish
25 District with a certificate of insurance evidencing the insurance of
26 the foregoing policy prior to the exercise of any of the rights and

1 privileges granted by this permit, and such insurance policies shall provide
2 that they shall not be cancelled nor reduced* in amount of coverage until
3 after thirty (30) days' written notice of cancellation or reduction in coverage
4 shall have been mailed to District.

5 Dated: August 24, 1978, 1978.

6 SACRAMENTO-YOLO PORT DISTRICT

7 By: Michael M. M. Micro Fiched

8
9 The foregoing license is hereby accepted and agreed to upon the terms
10 and conditions therein set forth. The conditions and obligations therein
11 imposed upon Licensee are hereby accepted and agreed to.

12 Dated: September 19, 1978.

13 COUNTY OF YOLO, a political subdivision
14 of the State of California

15 By: William H. C. [Signature]

CERTIFICATION OF INSURANCE

FILED

TO: Sacramento-Yolo Port District
World Trade Center
Sacramento, CA. 95691

SEP 19 1978

LAURENCE P. HENIGAN, Clerk

By Robert F. Welch
DEPUTY

This is to certify as to the existence as of this date of the below described insurance with the Jefferson Insurance Company of New York

This certification is issued with the understanding that it is only a copy of the Policy named herein, and is subject to all clauses, riders, amendments, endorsements, and assignments that may be made on said policy.

POLICY NUMBER: L 6734

NAME OF INSURED: "County of Yolo"

Micro Fiched

ADDRESS OF INSURED: County Courthouse - Room #101
Woodland, CA. 95695

POLICY PERIOD: April 26, 1978 to September 1, 1978

DESCRIPTION OF RISK: A Political Entity

TYPE OF INSURANCE:

COVERAGES

LIMITS OF LIABILITY

Municipal Liability	B.L.	\$ 300,000.00	C.S.L.
Municipal Liability	P.D.	\$ 300,000.00	C.S.L.
Errors & Omissions		\$ 50,000.00	Each Person
Errors & Omissions		\$ 150,000.00	Aggregate

ACTUAL CASH VALUE
LESS \$1,000. DEDUCTIBLE

REMARKS: The Certificate Holder is included as an Additional Insured, but only as respects Lease Permit for use of Radio Receiver and Antenna on its Rice Facilities at the Port of Sacramento.

CERTIFIED THIS 17th DAY June 1978

AT San Francisco, Calif.

WELCH & COMPANY, WINNING & LEVEY, INC.

BY Robert F. Welch

AB:eb
6/17/78

C. V. STARR & CO.
SEATTLE . PORTLAND . SAN FRANCISCO . LOS ANGELES

VERIFICATION OF INSURANCE

FILED

TO: Sacramento-Yolo Port District
World Trade Center
Sacramento, California 95691

SEP 19 1978

LAURENCE P. HENIGAN, Clerk

By *Pete E. Lucas*
DEPUTY

We, the undersigned Insurance Brokers, hereby certify that the following described insurance is in force at this date, of which 100% with the Insurance Company of the State of Pennsylvania.

ASSURED: County of Yolo

Micro Fiched

ADDRESS: County Courthouse, Room #101
Woodland, California 95695

LOCATION OF RISK: A political entity

TYPE OF INSURANCE: Umbrella Liability

PERIOD: From 9/1/77 To 9/1/78

POLICY: 4177-8330 Limits of Liability \$5,000,000 Excess of Underlying

REMARKS: The Certificate holder is included as an additional assured but only as respects Lease Permit for use of Radio Receiver and Antenna on the Rice Facilities at the Port of Sacramento.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the Assured and the Insurers. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we, the Undersigned, will give thirty days written notice to the holder of this document.

Dated July 28, 1978

C. V. STARR & CO.

By *Pete E. Lucas*

C. V. STARR & CO.

SEATTLE · PORTLAND · SAN FRANCISCO · LOS ANGELES

VERIFICATION OF INSURANCE

FILED

TO: Sacramento-Yolo Port District
World Trade Center
Sacramento, California 95691

SEP 19 1978

LAURENCE P. HENIGAN, Clerk

By John E. Lucas
DEPUTY

We, the undersigned Insurance Brokers, hereby certify that the following described insurance is in force at this date, of which 100% with the Insurance Company of the State of Pennsylvania

ASSURED: County of Yolo

ADDRESS: County Courthouse, Room #101
Woodland, California 95695

Micro Fiched

LOCATION OF RISK: A political entity

TYPE OF INSURANCE: Excess Bodily Injury and Property Damage Liability

PERIOD: From 12/20/77 To 12/20/78

POLICY: 4177-8452 Limits of Liability Difference between \$1,000,000.
and primary insurances.

REMARKS: The Certificate holder is included as an additional assured but only as respects Lease Permit for use of Radio Receiver and Antenna on the Rice Facilities at the Port of Sacramento.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the Assured and the Insurers. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we, the Undersigned, will give thirty days written notice to the holder of this document.

Dated July 28, 1978

C. V. STARR & CO.

By John E. Lucas

FILED

OCT 11 1978

LAURENCE P. MENIGAN, Clerk
By *Debra Conley*
Deputy

"2" Contract No. 279

Yolo County
Agreement No. 78-247

AGREEMENT FOR OBSERVATION AND
TEMPORARY DETENTION IN FACILITIES OF
THE DEPARTMENT OF THE YOUTH AUTHORITY
(Juvenile Court Wards)

THIS AGREEMENT, made and entered into this 1st day of July, 1978, at Sacramento, California by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide temporary detention and observation of selected cases assigned by the Court to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

Micro Fiched

- (a) A minor has been determined by the Juvenile Court of said COUNTY to be a person described by Section 602, Welfare and Institutions Code, and is otherwise eligible for commitment to the Youth Authority, and
- (b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation as can be made by the Youth Authority, and
- (c) said Court order that such a minor be placed temporarily in the confinement of the Department of the Youth Authority for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its observations and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such temporary detention and observation and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring

Services are of a character which may legally be obtained outside civil service in accordance with State Personnel Board letter of August 27, 1973.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

Micro Fiched

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

- * "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age..." (Labor Code Section 1420.1)

Court of the place to which said person is to be transported and of the time at which he can be received.

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide temporary detention and observation for such accepted persons for a period not to exceed 90 days. The Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court such observations and recommendations concerning minor's future care, supervision, and treatment. This agreement is limited to such cases deemed by the Court to require observation, study, and temporary detention for preparation of an appropriate diagnostic report. The acceptance of such cases are subject to the availability of beds and the personal approval of the Director of the Youth Authority upon request of the Juvenile Court Judge or Chief Probation Officer only.

Micro Fiched

5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of \$1635.00 for each case studied, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred.

7. The total amount of this agreement shall not exceed \$3,270.00.

8. This Agreement may be amended by either party and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

9. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billings.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
4241 Williamsborough Drive
Sacramento, California 95823

10. The period of this Agreement is from July 1, 1978 to June 30, 1979 inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

11. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

12. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority

By [Signature]

Title Deputy Director
Management Services Branch

COUNTY OF YOLO

By [Signature]

Title Chairman, Board of Supervisors.

Micro Fiched

4241 Williamsborough Drive
Address

Sacramento, California
City State

95823
Zip Code

P.O. Box 1098
Address

Woodland, California
City State

95695
Zip Code

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 406.

DGS Approval not Required
Per SAM Section 1206
DVA Appd. 10/10/78

[Signature]
Bureau Chief
Management Services Branch

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By [Signature]
COUNTY COUNSEL

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

BK
FILED

OCT 11 1978

LAURENCE P. HENIGAN, Clerk

By Debra A. Conley
Deputy

"CR" Contract No. 150

Yolo County
Agreement No. 78-248

JUVENILE/CRIMINAL COURT PLACEMENT
AGREEMENT FOR DIAGNOSTIC AND TREATMENT
SERVICES AND TEMPORARY DETENTION IN
FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 1st day of July, 1978, at Sacramento, California by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY of selected cases of persons eligible for commitment to the Department of the Youth Authority.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

Micro Fiched

- (a) A Juvenile Court or Court of criminal jurisdiction has determined that a person is eligible for commitment to the Youth Authority, and
- (b) said Court concludes that a proper disposition of the case requires such treatment and diagnosis as can be made at a Youth Authority facility, and
- (c) said Court orders such person to be placed in a facility for a period not to exceed 90 days as authorized by Section 704 or Section 1731.6 of the Welfare and Institutions Code, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the person within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

Services are of a character which may legally be obtained outside civil service in accordance with State Personnel Board letter of August 27, 1973.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

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3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

- * "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be treated and examined and shall forward to the Court his diagnosis and recommendations concerning such person's future care, supervision, and treatment.

5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of \$1505.00 per month for each case studied, or for periods of less than a full month, COUNTY agrees to pay STATE, 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred. COUNTY shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

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7. Notwithstanding the provisions of Subdivision(a), the Youth Authority shall accept without cost to the COUNTY, any persons remanded pursuant to Section 707.2 of the Welfare and Institutions Code.

8. The total amount of this agreement shall not exceed \$ 6,730.00.

9. This agreement may be amended by either party and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

10. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
4241 Williamsborough Drive
Sacramento, California 95823

11. The period of this Agreement is from July 1, 1978 to June 30, 1979 inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

12. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

13. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority

By *George P. Smith*
Title Deputy Director
Management Services Branch

4241 Williamsborough Drive
Address
Sacramento, California
City State
95823
Zip Code

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 407.

John Smith
Bureau Chief
Management Services Branch

COUNTY OF YOLO

By *Michael H. Brown*
Title Chairman, Board of Supervisors

P.O. Box 1098
Address
Woodland, California
City State
95695
Zip Code

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DGS Approval not Required
Per SAM Section 1208
DYA Appd. 10/10/78

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *Elizabeth S. Smith*
DEPUTY COUNTY COUNSEL

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.



Regional Transit Memo

DATE: August 11, 1978

AGREEMENT NO. 78-249

FILED

TO: County of Yolo
FROM: Sacramento Regional Transit District
RE: Exhibit 1 -- 1978/79 Service Contract

SEP 20 1978 Micro Fiched

LAURENCE P. HENIGAN, Clerk

By *[Signature]*
DEPUTY

Pursuant to Paragraphs "B" and "E" of the Agreement for Public Transportation Service entered into on the 21st day of September 1976, the following table hereby sets forth the level of service and associated costs agreed to by Regional Transit and the County of Yolo effective on the first day of July 1978.

Service Period	Lines	Service Level	Rate	Total Costs	Credits	Net Cost
7/1/78 thru 9/3/78	4(Y)	13,743 miles 1,110 hours	\$ 0.89/mi. \$13.72/hr.	\$ 12,231 \$ 15,229 \$ 27,460		Gen.Fd. \$3,000
9/4/78 thru 6/30/79	4(T)	61,450 miles 5,042 hours	\$ 0.89/mi. \$13.72/hr.	\$ 54,690 \$ 69,176 \$123,866		SB 325 \$143,233
7/1/78 thru 6/30/79	42,67	104,894 miles 4,836 hours	\$ 0.89/mi. \$13.72/hr.	\$ 93,356 \$ 66,350 \$159,706		
TOTAL FY 1978-79		180,087 miles 10,988 hours	\$ 0.89/mi. \$13.72/hr.	\$160,277 \$150,755 \$311,032	Fares: \$ 82,257 Section 5: \$ 82,543 \$164,799	\$146,233

Modifications to this service level shall be accomplished in the manner set forth in the above-cited Agreement.

There shall be an automatic adjustment to rates as of the first day of July of each year as set forth in Paragraph "G" of the Agreement to which this Exhibit is an attachment.

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

[Signature]
DIRECTOR OF PUBLIC WORKS, Yolo County

[Signature]
By *[Signature]*
DEPUTY COUNTY COUNSEL
ASSISTANT GENERAL MANAGER,
Regional Transit

KSU:AP:joil

PO BOX 2110, SACRAMENTO, CA 95811, 916 755 1111

To:
Auditor
Public Works
Regional Transit Dist.
Co. Counsel

BOARD OF SUPERVISORS
Yolo County, California

Date: September 19, 1978
Entry No. 7

File: PW-24
Transportation-Regional-
Sacramento Regional Transit
District

SEE: Micro Fiched
AGREEMENT BOOK NO. 45

MINUTE ORDER NO. 78-695 : APPROVED AGREEMENT NO. 78-249, WHICH IS NEW EXHIBIT I, AMENDING AGREEMENT NO. 76-243, WITH SACRAMENTO REGIONAL TRANSIT DISTRICT FOR THE 1978-1979 FISCAL YEAR, AND AUTHORIZED THE DIRECTOR OF PUBLIC WORKS TO EXECUTE THE AGREEMENT.

Upon motion of Supervisor Marchand , seconded by Supervisor Barton , and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Duncan, Barton, Marchand, Edmonds.

Noes: None.

Absent: Thompson.

ORIGINAL

PROJECT AGREEMENT

STATE, URBAN, AND COASTAL PARK BOND ACT OF 1973

APPLICANT Yolo County PROJECT NUMBER 76-57003
(Name of applying jurisdiction) (Leave blank)

PROJECT TITLE Elkhorn Regional Park

PROJECT PERFORMANCE PERIOD Date of Execution by State to June 30, 1983

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the State, Urban, and Coastal Park Bond Act of 1973, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Construction of a multipurpose building with restrooms, an interpretive center and storage space with utilities and lighting and the purchase and installation of picnic tables, barbecues and fire rings.

RECEIVED

OCT 27 1978

LAURENCE P. HENIGAN, Clerk

By Deputy

Total State Grant not to exceed \$ 99,359

FILED

OCT 27 1978

LAURENCE P. HENIGAN, Clerk

By Deputy

Yolo County

Applicant's name of applying jurisdiction

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X By Arthur J. Lucas
Signature of Authorized Representative

Title Chairman, Board of Supervisors

Date September 19, 1978

ATTEST: LAURENCE P. HENIGAN, CLERK

By Deputy

Title

The General Provisions attached are made a part of and are incorporated into this Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Deputy

Date 10/18/78

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

CERTIFICATION OF FUNDING

(Leave Blank)

By Charles R. Mack
COUNTY COUNSEL

FUND State, Urban and Coastal Park Bond Fund of 1976

Project #
76-57003

ACCOUNT OF THIS ESTIMATE	APPROPRIATION			
\$ <u>63,009.00</u>	ITEM	CHAPTER	STATUTES	FISCAL YEAR
UNENCUMBERED BALANCE	\$ <u>516,255.13</u>	<u>359</u>	<u>1970</u>	<u>1977/78</u>
ADD DECREASED ENCUMBRANCE	FUNDING			
\$				
ADD NEW DECREASED ENCUMBRANCE	UNENCUMBERED BALANCE			
\$				
	<u>40-79 W0805 860</u>			
I hereby certify that the above information is true and correct to the best of my knowledge.				FILE NO.
Be prepared for this estimate.				FILE NO.
SIGNATURE OF COUNTY COUNSEL				DATE
<u>Charles R. Mack</u>				<u>10/17/78</u>

STATE, URBAN, AND COASTAL PARK BOND ACT OF 1976

Project Agreement
Special Provisions

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the State, Urban, and Coastal Park Bond Act of 1976 as amended.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

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B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. The Applicant agrees to complete the Project in accordance with the time of project performance set forth on page 1, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans and specifications shall be reviewed and approved by the State.
4. The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.
5. The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.
6. All significant deviations from the Project shall be submitted to the State for prior approval.
7. If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the Applicant's approved appraisal of such property which has also been approved by State or the amount established as compensation by a nonstipulated final judgment in an eminent domain proceeding. The approved appraisal report (prepared in accordance with Government Code Section 7267 to 7267.7 inclusive) used to establish the fair market value or compensation shall be furnished to State for review and approval. Applicant agrees to furnish State additional supportive appraisal material or justification as may be requested by State.

Applicant agrees to furnish State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.

8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 72601) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

C. Project Costs

The grant moneys to be provided Applicant under this agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, the State shall disburse to Applicant the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this agreement:
 - a. When acquisition is through negotiated purchase, State will disburse the amount of the State approved purchase price together with State approved costs of acquisition.
 - (1) State may elect to make disbursement for deposit into escrow.
 - b. When acquisition is through proceedings in eminent domain, State will disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.
 - c. In the event Applicant abandons such eminent domain proceedings, Applicant agrees to bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.
2. If the Project includes development, after approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 90% of the State grant amount allocated for development upon receipt and approval by State of Applicant's plans and specifications or Force Account Schedule.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

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In any event Applicant shall provide State a report showing total final Project expenditures.
2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.
3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.
5. Gross income that is earned by the Applicant from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.

4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

1. Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against State and Applicant because of the concurrent negligence of State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

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1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

H. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Applicant shall without cost to State operate and maintain the property acquired or developed pursuant to this agreement in the manner and according to the standards acceptable to State.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.